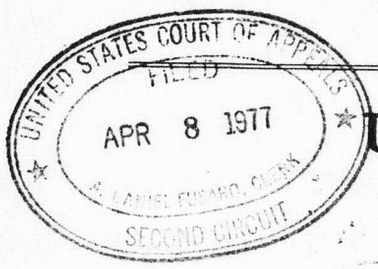
United States Court of Appeals

for the Second Circuit

APPENDIX

ORIGINAL

77-7134; 77-7141



United States Court of Appeals
FOR THE SECOND CIRCUIT

BPLS

UNITED STATES TOUR OPERATORS ASSOCIATION, BRENDAN TOURS, EUROPACAR TOURS, INC., ARTHUR FROMMER CHARTERS, INC. PATHFINDER CORPORATION and UNITOURS,

Plaintiffs-Appellees,

-against-

TRANS WORLD AIRLINES, INC., TRAVELLERS AIR SERVICES, INC., TRAVELLERS INTERNATIONAL TOUR OPERATORS, INC. and TRAVELLERS INTERNATIONAL,

Defendants-Appellants.

On Appeal From The United States District Court for the Southern District of New York

APPENDIX

MARSHALL, BRATTER, GREENE, ALLISON & TUCKER
Attorneys for Defendants-Appellants
Travellers Air Services, Inc. and
Travellers International Tour Operators, Inc.
430 Park Avenue
New York, New York 10022
ROBERT M. BECKMAN, ESQ.
Suite 235
1001 Connecticut Avenue, N.W.
Washington, D.C. 20036
Of Counsel

CHADBOURNE, PARKE, WHITESIDE & WOLFF
Attorneys for Defendant-Appellant
Trans World Airlines, Inc.
30 Rockefeller Plaza
New York, New York 10020

DICKSTEIN, SHAPIRO & MORIN
Attorneys for Plaintiffs-Appellees
745 Fifth Avenue
New York, New York 10022

PAGINATION AS IN ORIGINAL COPY

TABLE OF CONTENTS

	Pages
Docket Sheet	1-3
Summons and Complaint.	4-15
TWA Notice of Motion to Dismiss.	16-17
Affidavit of Donald M. Casey	18-22
Exhibits to Affidavit of Donald M. Casey	23
Casey Aff., Ex. 1	24-25
Casey Aff., Ex. 2	56-73
Casey Aff., Ex. 3	74-85
Casey Aff., Ex. 4	86-96
Opinion of Stewart, J., March 10, 1977	97-101
Order of Stewart, J., March 10, 1977	102
TWA Motion for Reargument.	103-105
Opinion of Stewart, J., March 23, 1977	106-108
TWA Notice of Appeal	109-113
TAS and TITO Notice of Appeal.	114-115

A 1

Docket Sheet

[illegible]-01 [illegible] 911 [illegible] 24 77 [illegible]

PLAINTIFFS

ASSOCIATION UNITED STATES TOUR OPERATORS
BRENDAN TOURS
EUROPACAR TOURS, INC.
ARTHUR FROMMER CHARTERS, INC.
PATHFINDER CORPORATION
UNITOURS

DEFENDANTS STEWART, J.

TRANS WORLD AIRLINES, INC.
TRAVELLERS AIR SERVICES, INC.
TRAVELLERS INTERNATIONAL TOUR OPERATORS, INC.
TRAVELLERS INTERNATIONAL

3-15-77
CIVIL AERONAUTICS BOARD --as Amicus Curiae

3/83

CAUSE

for injunctive [illegible]-enjoin violation

dd

ATTORNEYS

Dickstein , Shaprio & Morin
745 5th Ave. NYC 10022
832-1900

Chadbourne, Parke, Whiteside & Wolff
30 Rockefeller Plaza
NYC 10020 541-5800
(Trans World Airlines, IN)

[illegible]

BEST COPY AVAILABLE

A

CHECK HERE IF CASE WAS FILED IN FORMA PAUPERIS	FILING FEES PAID			STATISTICAL CARDS	
	DATE	RECEIPT NUMBER	C.D. NUMBER	CARD	DATE MAILED
	FEB 24 1977	[illegible]		JS 5 XXX	
				JS 6	

Docket Sheet

US TOUR OPERATORS ASSOCIATION -vs- TRANS WORLD AIRLINES, INC ET AL STEWART, J.

DATE	NR.	PROCEEDINGS	PAGE 1
02-24-77	-1-	Filed complaint and issued summons	
02-24-77	-2-	Filed Order appointing Arthur J. Woolston-Smith and Ariel M. Ortiz as process server--Clerk	
03-02-77	-3-	Filed pltfs. affdvt. and order to show cause Ordered that defts show cause in room 1560 on 3-2-77 at 2:15 in the afternoon why an order should not be made direct response to pltf request for production of documents and why an order should not be made granting pltfs leave to commence the taking of deposition and the service should be rendered on or before 2-5-77--Stewart, J.	
03-03-77	-4-	Filed deft. Trans World Airlines, Inc. affdvt. and notice of motion for an order pursuant to rule 12 (b) to dismiss ret. 3-10-77	
03-03-77	-5-	Filed deft. Trans World Airlines, Inc. memorandum in support of above motion to dismiss	
03--03-77	-6-	Filed exhibits to the affdvt. of Donald M. Casey in support of deft. Trans World Airlines, Inc.,'s motion to dismiss	
03-02-77	-7-	Filed summons with affdvt. of service of summons and complaint served upon deft. TWA on 2-24-77 by Ariel M Ortiz	
03-03-77	-8-	Filed pltfs request for production of documents (Firs Set)to Travellers Int'l Tours	
03-02-77	-9-	Filed pltfs request for production of documents to Travellers Int' (First)	
03-02-77	-10	Filed pltfs request for production of documents to TWA (First)	
03-02-77	-11-	Filed pltfs requestto Travellers Air Services, Inc. for production of documents (First)	
03-04-77	-12-	Filed deft. Travellers Air Services, Inc. and Travellers Int'l Tour Operators, Inc. notice of motion to dismissed and for other relief(motion heard this date	
03-09-77	-13-	Filed pltfs affdvt. in opposition to the motion to dismiss and for other relief by defts Travellers Air Services, Inc., and Travellers Int's Tour Operators, Inc	
03-09-77	-14	Filed pltfs memorandum in opposition to motions to dismiss and for other relief.	
03-09-77	-15	Filed pltfs Appendices to memorandum in opposition to motions to dismiss and for other relief	
03-10-77	-16	Filed deft. Trans World Reply memorandum	
03-11-77	-17	Filed defts counter affdvt. in answer to allegations regarding ownership of Travellers Air Services, Inc. in re to affdvt. of A. J. Galligan in opposition to motion to dismiss	
03-11-77	-18	Filed pltfs Civil Aeronautics Board memorandum as amicus curiae	
03-11-77	-19	Filed deft. Trans World Airlined, Inc. reply memorandum to pltfs memorandum opposin TWA's motion to dismiss	
03-15-77	-20	Filed pltf. notice affdvt and notice of motion to intervene as Amicus Curiae. With memo. end. Motion granted----Stewart, J. m/n	
03-15-77	---	Filed memo. end. on document #4 Motion to dismiss for lack of jurisdiction is denie for reasons stated in the oral opinion delivered in court today--Stewart, J. m/n	
03-16-77	-21-	Filed defts TAS and Titio affdvt. and notice of motion for an order to rehear and reconsider the Court's order denying discovery until the Court acts on motion reconsideration ret.3-21-77	
03-16-77	-23-	Filed deft. Trans World Airlines, Inc. affdvt. and notice of motion for an order reargument of defts motions for an order dismissing the complaint and a stay of proceedings ret. 3-21-77	
03-18-77	-24-	Filed deft. Trans World Airlines Inc.,notice of examination before trial of Arthur Frommer, on 4-4-77 H. Don Reynolds on 4-5-77 James Murphy on 4-6-77 Jules Cortell on 4-7-77 David Cudlip on 4-8-77 Michael Alford on 4-11-77	
03-18-77	-25-	Filed deft Trans World Airlines, Inc's interrog (First Set)	
03-18-77	-26	Filed deft Trans World Airlines, Inc. request to produce documents	
03-21-77	-27	Filed pltfs affdvt. in opposition to defts motion for rehearing reconsideration and stay of the proceedings	

Docket Sheet

DOCKET CONTINUATION SHEET

UNITED STATES TOUR OPERATORS	DEFENDANT Trans World Airlines, Inc.	DOCKET NO. 77 911 PAGE 2 OF ____ PAGES

DATE	NR.	PROCEEDINGS
-21-77	28	Filed pltfs memorandum in opposition to motions for reconsideration and stay
3-21-77	-29	Filed ANSWER and counterclaims of Travellers Air Services, Inc. and Travellers Int'l Tour Operators, Inc. MDGA&T
3-23-77	------	Filed memo. end on document # 3 Plaintiffs motion for expedited discovery is gramted-Stewart,J(received today's date in unit) m/n
3-23-77	-30-	Filed MEMORANDUM OPINION defts have asked to reconsider our denial of their motion motion to dismiss for lack of jurisdiction. We grant the request to reconsider and adhere to our original decision. We reaffirm our original decision and deny defts request for a stay of all proceedings pending appeal.--Stewart, J. m/n
3-23-77	-31-	Filed defts, Travellers Air Services, Inc. and Travellers Int'l Tour Operators, Inc. notice of appeal to the USCA for the Second Circuit from order of 3-15-77, mailed copy to Robert M. Beckman, Dickstein, Schpiro & Moran, Robert B. Fiske, Jr. and Charles Franklin Richter
3-23-77	-32	Filed defts, Trans World Airlines, Inc. notice of appeal to the USCA for the Second Circuit from the order of 3-15-77 mailed copy to Dickstein, Shapiro & Moran, Robert B. Fiske, Jr.
3-23-77	-33-	Filed bond # 3081855 in the amount of $250.00 by Boston Old Colony Ins. Co. for deft Trans World Air Lines
3-23-77	—	PRE-TRIAL CONFERENCE HELD BY Magi. Sirica
3-24-77	-34-	Filed ANSWER of deft. Trans World Airlines, Inc. CP
3-24-77	-35-	Filed deft Travellers Air Service Inc.'s interrog (First Set)
3-24-77	-36-	Filed deft. Tavellers Air Services Inc., request for production of documents (First)

A 4

Summons and Complaint

United States District Court

FOR THE 77 CIV. 911

SOUTHERN DISTRICT OF NEW YORK

JUDGE STEWART

CIVIL ACTION FILE NO. _____

UNITED STATES TOUR OPERATORS ASSOCIATION, BRENDAN TOURS, EUROPACAR TOURS, INC., ARTHUR FROMMER CHARTERS, INC., PATHFINDER CORPORATION and UNITOURS, Plaintiffs v. TRANS WORLD AIRLINES, INC., TRAVELLERS AIR SERVICES, INC., TRAVELLERS INTERNATIONAL TOUR OPERATORS, INC. and TRAVELLERS INTERNATIONAL, Defendants	SUMMONS

To the above named Defendants:

You are hereby summoned and required to serve upon

DICKSTEIN, SHAPIRO & MORIN

plaintiff's attorney, whose address is 745 Fifth Avenue, New York, New York 10022

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

J. M. Alexander

Clerk of Court.

by B. Weaver

Deputy Clerk.

Date: Feb. 24, 1977

[Seal of Court]

Summons and Complaint

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES TOUR OPERATORS ASSOCIATION, 2 Overhill Road Scarsdale, New York	
and	
BRENDAN TOURS, 510 West Sixth Street Los Angeles, California	
and	Civil Action No.
EUROPACAR TOURS, INC., 136 East 57th Street New York, New York	
and	
ARTHUR FROMMER CHARTERS, INC., 70 Fifth Avenue New York, New York	
and	
PATHFINDER CORPORATION, 12229 Ventura Boulevard Studio City, California	
and	
UNITOURS, 1671 Wilshire Boulevard Los Angeles, California	
Plaintiffs,	
v.	
TRANS WORLD AIRLINES, INC., 605 Third Avenue New York, New York	
and	
TRAVELLERS AIR SERVICES, INC., 530 Fifth Avenue New York, New York	
and	

A 6

Summons and Complaint

TRAVELLERS INTERNATIONAL TOUR OPERATORS, INC.,
530 Fifth Avenue
New York, New York

and

TRAVELLERS INTERNATIONAL,
530 Fifth Avenue
New York, New York

Defendants.

COMPLAINT FOR INJUNCTIVE RELIEF

Plaintiffs, for their Complaint, allege as follows:

Count I

Jurisdiction and Venue

1. This is a complaint for injunctive relief arising under § 1007(a) of the Federal Aviation Act of 1958 ("the Act"), 49 U.S.C. § 1487(a), to enjoin violation of § 401(a) of the Act, 49 U.S.C. § 1371(a). Jurisdiction is based on § 1007(a) of the Act and 28 U.S.C. § 1337.

2. Defendants are found or are doing business within the Southern District of New York and the acts complained of herein have been committed, in part, in the Southern District of New York.

Plaintiffs

3. Plaintiff United States Tour Operators Association ("USTOA") is a California non-profit corporation authorized to do business in the State of New York as a corporation

not for profit, having an executive office at 2 Overhill Road, Scarsdale, New York. Its membership consists of charter operators and tour operators within the meaning of 14 C.F.R. §§ 371.2, 378.2(d).

4. Plaintiff Brendan Tours is a corporation having its principal place of business at 510 West Sixth Street, Los Angeles, California, and an office located at 420 Lexington Avenue, New York, New York. Said plaintiff is a charter operator and tour operator within the meaning of 14 C.F.R. §§ 371.2, 378.2(d) and is a member of USTOA. Said plaintiff competes with defendants.

5. Plaintiff Europacar Tours, Inc. is a corporation having its principal place of business at 136 East 57th Street, New York, New York. Said plaintiff is a charter operator and tour operator within the meaning of 14 C.F.R. §§ 371.2, 378.2(d) and is a member of USTOA. Said plaintiff competes with defendants.

6. Plaintiff Arthur Frommer Charters, Inc. is a corporation having its principal place of business at 70 Fifth Avenue, New York New York. Said plaintiff is a charter operator and tour operator within the meaning of 14 C.F.R. §§ 371.2, 378.2(d). An affiliate of Arthur Frommer Charters, Inc. is a member of USTOA. Said plaintiff competes with defendants.

7. Plaintiff Pathfinder Corporation is a corporation having its principal place of business at 12229 Ventura Boulevard, Studio City, California. Said plaintiff

is a charter operator and tour operator within the meaning of 14 C.F.R. §§ 371.2, 378.2(d). Said plaintiff competes with defendants.

8. Plaintiff Unitours is a corporation having its principal place of business at 1671 Wilshire Boulevard, Los Angeles, California. Said plaintiff is a charter operator and tour operator within the meaning of 14 C.F.R. §§ 371.2, 378.2(d) and is a member of USTOA. Said plaintiff competes with defendants.

Defendants

9. Defendant Trans World Airlines, Inc. ("TWA") is a Delaware corporation having its principal place of business at 605 Third Avenue, New York, New York. It is a certificated air carrier within the meaning of § 401(a) of the Act, engaged in the business of providing regularly scheduled air transportation and the leasing of aircraft to charter operators and tour operators.

10. Defendant Travellers Air Services, Inc. ("TAS") is a Delaware corporation having its principal place of business at 530 Fifth Avenue, New York, New York. Said defendant purports to be a valid charter operator and tour operator within the meaning of 14 C.F.R. §§ 371.2, 378.2(d). It is engaged in the business of marketing United States-originating charters to Western Europe by providing air transportation on aircraft leased from TWA. In some instances, TAS purports to provide ground services to its participants. Notwithstanding the fact that TAS conducts

business in the State of New York, it is not qualified to do business in the State of New York.

11. Defendant Travellers International Tour Operators, Inc. ("TITO") is a New York corporation having its principal place of business at 530 Fifth Avenue, New York, New York.

12. Defendant Travellers International ("TI") has its principal place of business at 530 Fifth Avenue, New York, New York. It is not incorporated in the State of New York nor is it qualified to do business in the State of New York.

---

13. Section 401(a) of the Act, 49 U.S.C. § 1371(a), prohibits any direct or indirect "air carrier" from engaging in any "air transportation" (as those terms are defined in § 101 of the Act, 49 U.S.C. § 1301) unless such air carrier either secures a certificate issued by the Civil Aeronautics Board ("CAB") authorizing it to engage in such air transportation, or qualifies for an exemption from the certification requirement. An air carrier who engages in any form of air transportation without either a certificate or an exemption is operating in violation of § 401(a) of the Act.

14. The CAB has chosen to regulate certain forms of United States-originating charters by means of a comprehensive series of regulations established by the exemption process. Subject to compliance with preconditions established by its regulations, the CAB exempts indirect air carriers (who are United States citizens) from the need to obtain a

certificate to perform those charters. Charters thus permitted by the CAB include the Advance Booking Charter ("ABC") and the Inclusive Tour Charter ("ITC") within the meaning of 14 C.F.R. §§ 371, 378, respectively. The CAB issued these regulations under authority, among other things, of § 101(3) of the Act, which allows exemptions to be granted only to air carriers who are not directly engaged in the operation of aircraft in air transportation.

15. TWA, a direct air carrier within the meaning of § 101(3) of the Act, 49 U.S.C. § 1301(3), possesses a certificate issued by the CAB permitting it, among other things, to engage in air transportation between the United States and various European destinations. A "scheduled" air carrier, like TWA, is authorized to offer both individually-ticketed and charter air transportation. Its right to engage in charter air transportation, however, is subject to regulations promulgated by the CAB and to the limitations found therein. Under 14 C.F.R. § 207, for United States-originating charter flights, scheduled air carriers are authorized to charter aircraft only to foreign indirect air carriers who have been issued permits under § 402(a) of the Act, 49 U.S.C. § 1372, or to United States-citizen indirect air carriers who qualify for exemption under the regulations.

16. A person or entity engaged in the formation and sale of an ABC is a "charter operator" ("operator") within the meaning of 14 C.F.R. § 371.2. A person or entity engaged in the formation and sale of an ITC is a "tour operator" ("operator") within the meaning of 14 C.F.R. § 378.2(d).

Such operators are indirect air carriers within the meaning of § 401(a) of the Act, 49 U.S.C. § 1371(a).

17. The air transportation segments of the ABC and ITC programs are provided by aircraft leased by the operator from direct air carriers such as TWA. In the case of ABCs, the operator may provide ground accommodations and other services. 14 C.F.R. § 371.10(a). In the case of ITCs, the operator must, inter alia, combine air transportation with hotel accommodations and land services for a minimum of seven days at a minimum of three geographic destinations. 14 C.F.R. § 378.2.

18. TAS purports to be an indirect air carrier within the meaning of § 101(3) of the Act, 49 U.S.C. § 1301(3) and, as such, to be exempted by the CAB from the certification requirement. In fact, TAS is exempt from the certification requirement only if it complies with the CAB regulations relating to the charters TAS seeks to operate. Specifically, the CAB has provided that an ABC or ITC operator of United States-originating charters and tours is exempt if it is a United States citizen who is an "independent principal" and not controlled by and not an agent for a direct air carrier. 14 C.F.R. §§ 371.10(a), 378.2(b)(6). A United States citizen operator who is neither certificated nor an "independent principal" is engaged in air transportation in violation of § 401(a) of the Act.

19. A direct air carrier, such as TWA, is not within the class of air carriers which is eligible under § 101(3) of the Act to be exempted from certification requirements

and, thus, to be an operator. The regulations specifically prohibit a direct air carrier, such as TWA, from being an operator. 14 C.F.R. §§ 371.2, 378.2(d).

20. 14 C.F.R. § 207 contains rules, regulations and limitations governing the relationship between the direct air carrier and the operator. With respect to United States-originating ABCs and ITCs, the direct air carrier may only lease aircraft to United States citizen operators who are "independent principals" or to foreign operators with permits. A direct air carrier that leases its aircraft to an operator not within that class is engaged in air transportation in violation of § 401(a) of the Act.

21. The defendants TAS, TITO and TI have a common address, telephone number, logo, cable designation and are all part of a larger Travellers group. TAS and TITO have interlocking directorates.

22. The defendant, TWA, through its various tour, charter, marketing and advertising programs, exercises both economic and operational control over the Travellers group.

23. On or about October 14, 1976, the defendant TAS filed with the CAB contracts which it entered into with TWA to lease aircraft for approximately 160 flights between the United States and Western Europe for the spring and summer of 1977.

24. By virtue of the aforementioned relationship between TWA and the Travellers group, TWA possesses and exercises control over the Travellers group. TWA's

possession and exercise of such control has caused TAS, TITO and TI to become TWA's agent for the operation of what supposedly is a TAS charter program for the spring and summer of 1977. Said relationship violates the CAB regulations governing charter programs, and effectively constitutes TWA, the direct air carrier, as the operator of what purports to be the TAS charter program.

25. In relevant part, 14 C.F.R. § 207.11, provides that United States-originating charter air transportation, whether by ABC or ITC, may only be furnished to a United States citizen operator who is an independent principal or a foreign operator with a permit, as defined in 14 C.F.R. §§ 371, 378, respectively. By virtue of its control over each defendant and the Travellers group, TWA cannot lawfully lease an aircraft to any of the defendants or Travellers entities. In doing so, TWA is engaged in air transportation without a certificate or exemption in violation of § 401(a) of the Act.

Injury

26. By reason of the foregoing, plaintiff USTOA has been and continues to be injured. The individual charter operator and tour operator plaintiffs have to compete with charter programs marketed by TWA to the general public directly through TWA's agents. They and other members of USTOA will suffer loss of business, revenues and profits and have suffered and continue to suffer diminution of the value of their respective reputations and business goodwill. Said injuries will continue unabated unless defendants' illegal conduct is enjoined. The Act creates no private

right of action for damages; plaintiffs' remedy under the Act is the injunctive relief authorized by § 1007(a) of the Act.

Count II

27. Plaintiffs repeat and reallege herein Paragraphs 1 through 26 as though set forth in their entirety.

28. By virtue of the control possessed and exercised by TWA over TAS, TAS does not meet the "independent principal" requirement of 14 C.F.R. §§ 371, 378. TAS, in concert with TITO and TI of the Travellers group, is operating as an air carrier engaged in air transportation without a certificate or an exemption in violation of § 401(a) of the Act.

WHEREFORE, plaintiffs pray:

1. that this Court permanently enjoin TWA from leasing aircaft to defendants TAS and/or the Travellers group (or any part thereof);

2. that this Court permanently enjoin TAS, TITO and TI (by whatever name they seek to operate) and each of their officers, agents, employees and representatives from operation of TWA/TAS's 1977 spring and summer ABC and ITC program to Western Europe; and

3. that the Court grant such other and further relief as it may deem just and proper.

A 15

Summons and Complaint

DATED: February 24, 1977

DICKSTEIN, SHAPIRO & MORIN
745 Fifth Avenue
New York, New York 10022
(212) 832-1900

By _____
Arthur J. Galligan

Attorneys for Plaintiffs

OF COUNSEL:

Richard Littell
Barry Wm. Levine

2101 L Street, N.W.
Washington, D.C. 20037
(202) 785-9700

TWA Notice of Motion to Dismiss

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES TOUR OPERATORS ASSOCIATION, et al.,	:	
Plaintiffs,	:	77 Civ. 911 (C.E.S.)
- against -	:	NOTICE OF MOTION TO DISMISS
TRANS WORLD AIRLINES, INC., et al.,	:	
Defendants.	:	

PLEASE TAKE NOTICE that upon the complaint, the affidavit of Donald M. Casey in support hereof, the defendant Trans World Airlines, Inc.'s memorandum of law in support hereof, and all other papers herein, the defendant Trans World Airlines, Inc. will move this Court before the Hon. Charles E. Stewart in the United States Courthouse for the Southern District of New York, Foley Square, New York, at 11:30 AM on MARCH 10, 1977, or as soon thereafter as counsel may be heard, for an order pursuant to Rule 12(b) of the Federal Rules of Civil Procedure, dismissing the complaint herein on the grounds that (1) plaintiff has failed to state a claim upon which relief can be granted; and (2) the United States Civil Aeronautics Board has primary jurisdiction over the subject matter of this action, and to award

defendant such other and further relief as the Court may deem just and proper.

New York, New York

March 2, 1977

CHADBOURNE, PARKE, WHITESIDE & WOLFF

By Howard L. Darwin
A Member of the Firm

Attorneys for Defendant Trans World Airlines, Inc.
30 Rockefeller Plaza
New York, New York 10020
(212) 541-5800

TO:

DICKSTEIN, SHAPIRO & MORIN
Attorneys for Plaintiffs
745 Fifth Avenue
New York, New York 10022

Affidavit of Donald M. Casey

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES TOUR OPERATORS ASSOCIATION, BRENDAN TOURS, EUROPACAR TOURS, INC., ARTHUR FROMMER CHARTERS, INC., PATHFINDER CORPORATION and UNITOURS,	:	
Plaintiffs,	:	AFFIDAVIT IN SUPPORT OF MOTION TO DISMISS
v.	:	77 Civ. 911 (CES)
TRANS WORLD AIRLINES, INC., TRAVELLERS AIR SERVICES, INC., TRAVELLERS INTERNATIONAL TOUR OPERATORS, INC. and TRAVELLERS INTERNATIONAL,	:	
Defendants.	:	

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

DONALD M. CASEY, being duly sworn, deposes and says.

1. I am Senior Vice President - Marketing of the defendant Trans World Airlines, Inc. ("TWA"). I make this affidavit in support of TWA's motion to dismiss this lawsuit.

2. TWA is an air carrier engaged in interstate and foreign air transportation pursuant to certificates issued by the Civil Aeronautics Board (the "CAB") pursuant to Section 401(d)(1) of the Federal Aviation Act of 1958 (49 U.S.C. § 1371 (d)(1)) (the "Act").

3. TWA's currently effective certificates authorize TWA to engage in air transportation, inter alia, between the United States and Great Britain, France, Ireland, Italy, Spain and Switzerland.

4. Pursuant to Section 401(e)(6) of the Act (49 U.S.C. § 1371(e)(6)), TWA is authorized to perform charter trips without regard to the points named in its certificate under regulations prescribed by the CAB.

5. Charter services between the United States and Europe are currently provided by over 40 United States and foreign air carriers. The major portion of such services are effected by charter contracts between the air carriers and participating charter operators.

6. It is TWA's policy to deal with charter operators with proven marketing and sales expertise in order to provide retail travel agents and the traveling public with a reliable charter program. A description of TWA's charters for the 1977 season is set forth in the "1977 Official Reference Guide To TWA Charters" published by Travel Trade of 605 Fifth Avenue, New York, N.Y. 10017, a copy of which is annexed hereto as Exhibit 1. A listing of the major charter operators to whom TWA has chartered its aircraft for the 1977 season is set forth at pp. 26-27 of Exhibit 1.

7. As described at page 26 of Exhibit 1, TWA has chartered aircraft to defendant Travellers Air Services, Inc. of 530 Fifth Avenue, New York, N.Y. ("TAS") for charter trips to Great Britain, France, Ireland, Italy, Spain and Switzerland.

8. The height of the booking season for 1977 charter trips to Europe is now at hand. Reservations on many trips must be made 50 days in advance. Hence March 11, 1977 is the booking deadline for a charter trip scheduled to depart from the United States to Europe on May 2, 1977. I am informed that over 10,000 passengers have already reserved space on the 1977 charters to Europe operated by TAS. The tickets for these flights are sold by TAS and by retail travel agents throughout the United States.

9. Issuance of the injunction requested by plaintiff would thwart the travel plans of over 10,000 passengers and those future passengers seeking to book space on the 1977 charter flights to Europe operated by TAS. In addition, it would entail a loss of revenue to TWA under its charter contracts with TAS exceeding $7,000,000. Because of the lateness of the date, it would be impossible for TWA to readjust its charter trip schedule for the 1977 season.

10. Contrary to the allegations of the complaint, chartering of aircraft by TWA to TAS is entirely legal and

authorized by the CAB's Charter Trips Regulations, 14 C.F.R. Part 207 (Exhibit 2 attached), the CAB's Advance Booking Charter Regulations, 14 C.F.R. Part 371 (Exhibit 3 attached) and the CAB's Inclusive Tour Charter Regulations, 14 C.F.R. Part 378 (Exhibit 4 attached). TAS is a charter operator within the meaning of § 371.2 of the CAB's Advance Booking Charter Regulations. As such, the CAB has exempted TAS from the provisions of Section 401 of the Act. 14 C.F.R. § 371.20. TAS is a tour operator within the meaning of § 378.2(d) of the Board's Inclusive Tour Charter Regulations. As such, the CAB has exempted TAS from the provisions of Section 401 of the Act. 14 C.F.R. § 378.3.

11. The advance booking charters described in Exhibit 1 were arranged and sold by TAS "as an independent principal with respect to the air transportation included in the charter and not as an agent for" TWA. 14 C.F.R. § 371.10(a). The inclusive tour charters described in Exhibit 1 were arranged and sold by TAS "acting solely as an independent principal with respect to air transportation included in the inclusive tour charter and not as an agent for direct air carriers". 14 C.F.R. § 378.2(b)(6)

12. On October 14, 1976, TWA and TAS filed with the CAB an Advance Booking Charter Program ("ABC") and an Inclusive Tour Charter Program ("ITC") as required by 14 C.F.R. Parts 371 and 378, respectively. These programs were reviewed by the CAB

and accepted by the CAB on October 28, 1976.

13. On information and belief, on or about November 8, 1976, plaintiff, United States Tour Operators, requested that the CAB Bureau of Enforcement investigate whether TWA controls TAS and this investigation is continuing.

14. TWA does not control TAS. ~~TAS~~ TWA owns no stock and has no financial interest in TAS. In operating its ABC and ITC programs, TAS has acted as an independent principal and not as agent for TWA.

Donald M. Casey
Donald M. Casey

Subscribed and sworn to before
me this 2nd day of March, 1977.

Barbara O'R Jarrett
Notary Public

Exhibits to Affidavit of Donald M. Casey

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES TOUR OPERATORS ASSOCIATION, et al.,	:	
Plaintiffs,	:	
- against -	:	77 Civ. 911 (C.E.S.)
TRANS WORLD AIRLINES, INC., et al.,	:	
Defendants.	:	

EXHIBITS TO THE AFFIDAVIT OF
DONALD M. CASEY
IN SUPPORT OF
TRANS WORLD AIRLINES, INC.'S
MOTION TO DISMISS.

Travel Trade

FEBRUARY 14, 1977
SECTION TWO

A 24
Casey Aff., Ex. 1

1977 OFFICIAL REFERENCE GUIDE TO

TWA CHARTERS

The Year's Most Successful New Travel Story

A 25
Casey Aff., Ex. 1 'OGETHER

TWA-CHARTERS-TOUR OPERATORS . . . and TRAVEL TRADE

When tour operators and carriers clash—that's news. But when tour operators participate with a carrier to cooperatively market and sell jointly—that's a great story—one which benefits travel agents and traveling public alike. That's what this 1977 OFFICIAL REFERENCE GUIDE TO TWA CHARTERS is all about.

Travel Trade is particularly pleased to publish this Sales Guide because it represents the first time in industry history that a major airline and participating tour operators have joined forces to promote their overall programs through a single publication. Equally as unique is the fact that so many independent tour operators have helped to produce this Sales Guide through their own individual advertising participation, an extraordinary example of operators promoting an airline as well as themselves.

Of prime importance to the retail travel agents who will use this Sales Guide as a complete booking reference to all major TWA Charter Programs, are the detailed listings of flight and tour programs which follow. These have been collated and assembled from the computerized listings within Travel Trade's Official Charter Quick Reference Guide and offer agents a convenient one-stop shopping and selling directory of TWA's comprehensive line of charter products and services. We have also included illustrated descriptions of TWA and tour operator sales aids, to help make this Sales Guide an even more effective tool for facilitating charter sales. The Nielsen reply card included can be used to order whichever sales aids you may require.

Travel Trade, TWA and the tour operators participating in this Sales Guide share the belief that 1977 will be a great charter selling year for every retail travel agent who jumps on board the charter bandwagon. Welcome aboard!

Joel M. Abels

JOEL M. ABELS
Editor and Publisher
Travel Trade Publications

Travel Trade
THE BUSINESS PAPER OF THE TRAVEL INDUSTRY

Founded
In January 1929
Our 48th year of continuous publication
605 FIFTH AVENUE, NEW YORK, NEW YORK 10017
Tel. 212 752-3233 Cable: TRAVLTRADE NEW YORK

JOEL M. ABELS
Editor and Publisher

LENORE LEWIS ABELS
Co-Editor and Publisher

PATRICK ARTON, Executive Editor

ANDREW R. DOCTOR, Charter Guide Editor

Joe Murphy, Senior Editor
Timothy B. Benford, Managing Editor

Nanette Lewis Abels, Editorial/Marketing Coordinator

Michael Billig, Assoc. Editor
Deborah L. Natansohn, Asst. Editor

William Griesel, Circulation Mgr.
Barbara A. Devlin, Adv. Prod. Mgr.

Travel Trade wishes to express its thanks to Anderson Petty, Manager-Charter Marketing at TWA, for his considerable assistance which made possible this 1977 Official Reference Guide to TWA Charters.

For further details about the information contained in this guide, contact: TWA Charters, Box 25, Grand Central Station, New York, New York 10017.

Copyright 1977 by Travel Trade Publications, Inc. All rights reserved. Reproduction in whole or in part without written permission is strictly prohibited.®

1977 Official Re
Guide to TWA C...

A 26
Casey Aff., Ex. 1

Putting It All Together
by Joel M. Abels ..... Opposite Page
TWA Charters: Simplified Selling Through Professionalism
by R. S. Iversen 3
Basics of Successfully Developing and Marketing a Charter 5
Expanded Charter Product in '77
by Steven S. Lay 5
Automation Upgrades TWA's Total Charter Operation .. 7
ABC, ITC & OTC Air Portion of TWA Charters (Sec. I) 9–21
Names and Addresses of Listed Operators 21
Descriptions of TWA's ITC Charters (Sec. II) 22–24
Land Portion of Listed OTCs (Sec. III) 25
Brochures of TWA's Charter Series Operators 26–27
TWA Charter Sales Aids 28
Charter Type Summary ..... Back Cover

Index of Advertisers

Adventure Holidays Int'l.. Inside Back Cover
American Express 4
California Holidays 6
Carefree Travel 2
Columbus Tours 19
Deluxe Travel 8
Homeric Tours 10
Tourlite 12
Trans World Airlines 1
Travellers Air Services 14–15

TWA Charters to Europe.

London from $299
Paris from $329
Rome from $399
Greece from $399
Ireland from $289
Spain from $339
Switzerland from $398

See inside under Britain, France, Italy, Ireland, Spain, and Switzerland.
Departures are from New York and Chicago.

Being the best isn't everything. It's the only thing.
TWA Charters

A 27
Casey Aff., Ex. 1

Swingin' Vegas via TWA

Effective Feb. 3, 1977

FROM NEW YORK, NEWARK & PHILADELPHIA

3 NIGHTS (Thurs.-Sun.)
4 NIGHTS (Sun.-Thurs.)

All Inclusive
from $209

FEBRUARY THRU MAY RATES

	THURS.-SUN. 3 Nights	SUN.-THURS. 4 Nights		THURS.-SUN. 3 Nights	SUN.-THURS. 4 Nights
Nevada	$209	$219	Riviera	$299	$309
Stardust/ Tropicana/Showboat	$279	$289	Hilton/ Aladdin/Frontier	$309	$319
Flamingo	$289	$299	Caesar's Palace	$319	$329

Per person, double occupancy

ALL THIS INCLUDED

Roundtrip Jet Transporation with United Airlines with Free Drinks; In-flight Movie Available

Plus...

● Round Trip Jet Transportation ● Hotel Accomodations ● Transfers ● All Taxes ● Baggage Handling ● Bellman Tips ● Complimentary Poolside Chaise Lounge ● Tour Escort
PLUS: El Cortez Fun Book with $1.50 Free Nickels ● 4 Free Gifts ● 6 Bingo Cards AND Silver City Gaming Certificate with $18 Free Nickels ● $90 Lucky $'s ● 3 Free Breakfasts

TOUR OPTIONS
Dinner and Show Option... $29
For All Hotels Except Las Vegas Hilton

- Flamingo buffet
- Tropicana dinner show
- Sahara hotel buffet dinner
- Tropicana lounge show
- Las Vegas Hilton Lounge show
- Flamingo Lounge show

Las Vegas Hilton Dine-Around... $42
- Las Vegas Hilton Dinner Show
- Sahara Hotel Buffet Dinner
- Tropicana Dinner Show
- Las Vegas Hilton Lounge Show

INCENTIVE COMMISSION PLAN
The more you sell, the higher your commissions, retroactive to first booking

CAREFREE'S PREMIUM PLAN
For each booking you make, we issue certificates, which accumulate into points for valuable gifts

NOTE: C.A.B. REGULATIONS REQUIRE EACH PASSENGER OVER 18 SIGN THE TOUR PARTICIPANT AGREEMENT FOR OUR PROGRAMS WHICH ARE AVAILABLE AT OUR OFFICES

One of America's Leading Charter Tour Operators Since 1959

DIAL TOLL-FREE NATIONWIDE:
800-223-9720
If busy 223-9722

OR CALL COLLECT
FOR LAS VEGAS:
(212) 826-8110
In Philadelphia:
(212) 826-8120
FOR GROUPS:
(212) 826-8120

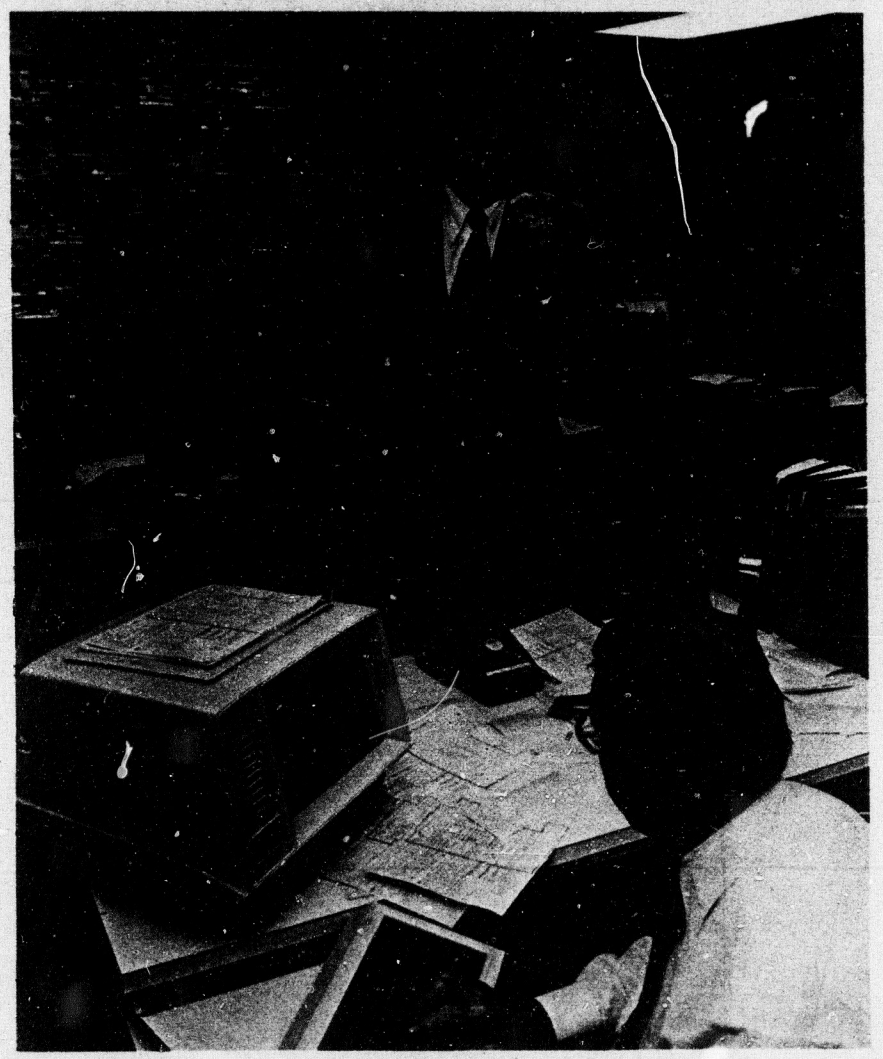
carefree travel inc
travel carefree

49 West 57 Street, New York, N.Y. 10019
(212) 826-8100

A 28
Casey Aff., Ex. 1

TWA Charters: Simplified Selling Through Professionalism

By R. S. Iversen
Staff Vice President
Charter Marketing, TWA



TWA's new computer enables Bob Iversen (standing) to keep abreast of the carrier's entire charter picture and provides the trade with improved response times.

TWA's approach to charter professionalism is based upon a desire to build consumer and travel industry awareness of, and confidence in, the basic TWA charter product. The hallmarks of this effort are efficient and reliable service, and the goal is to provide the public and trade with a comprehensive range of dependable charter programs.

Early last year, TWA initiated a major commitment to the U.S. charter market and a new, separate department was established. Essentially, an airline within an airline, "TWA Charter Marketing" was formed in response to the increasingly liberalized charter regulatory environment and anticipated future charter market expansions.

Overall, 1976 represented a banner year for TWA charters, with revenue increases of approximately 50% vis-a-vis 1975 ($52-million to $75-million). Significant profitability improvements, and the expansion of TWA charter programs to Europe. 1977 promises similar achievements.

As the listings in this TWA charter reference guide demonstrate, TWA currently deals with a wide spectrum of operators, from large back-to-back transatlantic and long haul domestic programs to the smaller regional series. You will note there are six major 1977 TWA charter programs to Europe this summer, from New York, Chicago and Detroit. Additionally, there are comprehensive charter programs to Las Vegas from a variety of east coast and mid-western cities, as well as programs to California, the Caribbean, Mexico and other destinations.

It should be emphasized that TWA confines its dealings to those charter operators with proven marketing and sales expertise. In short, TWA believes it must have strong operators if the airline is to provide the travel agency community and consumer with a reliable, professional charter product.

To this end, TWA has initiated aggressive consumer advertising and promotional campaigns. The objective of this advertising is to generate retail bookings, thereby forestalling charter cancellations which result in costly ferries and underutilized aircraft. To date, TWA charters has undertaken the first charter TV advertising by a scheduled carrier, with commercials in New York featuring Europe and Las Vegas. In-depth consumer print campaigns have been conducted in major U.S. origin cities, and a comprehensive variety of sales aids, some unique to the industry, have been developed to enable travel agents to more effectively market TWA charter products.

Additionally, TWA charters has instituted stringent operator cancellation provisions, in an effort to further insure the programs will operate and that TWA charter passengers can rely on their vacation plans.

Notwithstanding these inroads, TWA charters recently implemented a fully automated operations system. A charter industry first, this computer is used throughout all phases of TWA charter operations, from initial aircraft availability checks through scheduling and departure time assignments. This has resulted in increased departmental efficiency and significantly improved response times to operators and travel agents.

TWA's charter role in the future will continue to focus upon total charter professionalism. The aim is to provide the best charter products with the best charter track record in the industry—at TWA "Being the best isn't everything. It's the only thing."

A 29
Casey Aff., Ex. 1

When a first-class company offers a medium-priced tour, your clients get more for their money.

©American Express Company, 1977

American Express introduces Carefree™ '77

Now your clients can match their dreams to a small budget. Carefree '77 vacations offer the kind of first-class planning and uncommon values that only American Express can bring to a medium-priced vacation. With Carefree '77 your clients get:

•More first-class hotels

7 out of 10 are rated first class by the local government authorities. And they're within metro, bus or walking distance to the heart of Europe's main cities.

•First-class extras

We've cut as many of the costs as we could on our Carefree '77 vacations. But without cutting the quality. Your clients will start with a Continental breakfast every day and enjoy many memorable dinners. Plus comprehensive sightseeing in comfortable motorcoaches through Europe's cities and countryside.

•Imaginative itineraries

There are 22 itineraries ranging from 15 to 30 days. And 5 new 1977 tours are in the popular 15- to 17-day range. With Carefree '77 your clients can see lots of Europe or concentrate on one region. Whatever they choose, they'll be getting the most for their vacation dollars.

American Express makes all the difference in medium-priced tours.

Earn bigger commissions faster

Now you can reach higher commission levels faster. Just look at the chart. And the higher commissions are retroactive to the first dollar of 1977 sales.

LAND SALES
(Retroactive)

$0-$4,999 = 10%
$5,000-$9,999 = 12%
$10,000-$19,999 = 15%
$20,000-$29,999 = 16%
$30,000+ = 17%

New computerized reservations system saves your phone time

A new on-line service provides instant product information. Plus complete client booking history for subsequent booking changes or answers on payments or documentation.

For bookings call: 800-241-1700

AMERICAN EXPRESS Travel Service

A 30
Casey Aff., Ex. 1

TWA Explains Basics of Succes[illegible] Developing and Marketing a Charter

Travel agents frequently contact the TWA charter marketing department and ask, "What are the critical things I have to know about developing and marketing my own charter product?" "Aren't the new charter rules (ABCs, OTCs, etc.) impossibly, complex." "Don't most charter airlines want to deal only with back-to-back flights and are not interested in selling individual charters?" "What filings does the CAB require?" "How much risk do I assume."

TWA's response to these questions is, of course, there is a tremendous amount to be learned about charters, but if a travel agent follows disciplined and critically planned guidelines, there should be no fear of developing and marketing his own charters. The first basic step in developing a successful charter product is a thorough charter market evaluation. While this may seem common sense, this evaluation is of paramount importance. The prime charter prospect or "target audience" should be identified and defined in as concrete terms as possible. That is, are the customers in question blue-collar, middle-class, upper-class, ethnic. What is their level of education, how much do they earn, what are their discretionary buying habits (cars, leisure activities, entertainment, etc.)? Do they have a history of buying on credit, or do they pay cash? Is this their first time travelling, etc.?

Qualify Target Audience

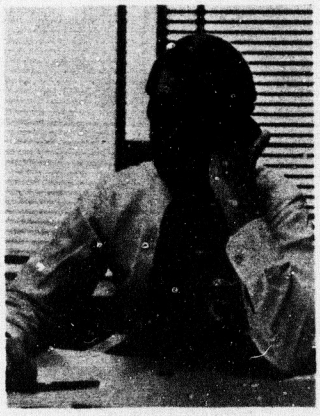
When this has been accomplished, the specific target audience in question should be qualified in terms of the most appropriate destination. Based upon their demographics, would they be more interested in Las Vegas gambling, European theatre going, visiting foreign relatives or possibly just lounging around the beach in the sun?

The optimal charter package components should then be assembled. This would include decisions as to whether a ground package should be included (it may not, in an effort to establish an attractive lead price), the class of hotel and its location, requisite transfers, meals, sight seeing arrangements, day of week/time of departure, etc. Additionally, a very important consideration is the size of the airplane to be used, weighing the advantages of using charter aircraft from a visible scheduled airline or, a supplemental carrier. Recognizing the inherent benefits of both types of charter airlines, TWA naturally feels that a schedule carrier provides greater marketing attributes, (primarily in terms of U.S. and Europe, airport locations in flight service, baggage handling, and available sales office support). A determination also has to be made as to the type of charter (i.e. ABC, OTC, ITC, A[illegible]-

Continued on page

Expanded Charter Product in '77

By Steven S. Lay
Manager
Charter Sales, TWA



The purpose of the TWA Charter Reference Guide listings is to provide the retail travel agent with a single, complete reference source that can easily be consulted when a client or group leader requests a reliable charter. All listings are categorized according to transatlantic, domestic and Caribbean/Mexico programs and include hotel and key features for OTC and ITC packages.

In 1977, TWA has expanded its charter product line to include the major European capitals of London, Paris, Rome, Madrid, Zurich and Dublin as well as destinations in the Caribbean and Mexico. Emphasis domestically, continues to be to Las Vegas, California, East Coast cities and Colorado.

To further assist the retail travel agent in selling TWA charters, a comprehensive group of sales aids have also been developed. These are pictured at the end of this publication and can be obtained free of charge with the enclosed postcard or from local TWA sales offices.

'Ad Hoc' Charters

In addition to the listed charter series programs, it should be emphasized that single "ad hoc" charters are also extremely valuable to TWA. These charters enable the airline to maximize its charter fleet utilization and are usually sold to special interest and ethnic groups, fraternal organizations, schools, companies sponsoring incentive travel programs, and local charter operators.

TWA sales offices can lend valuable assistance in planning these individual charters as well as helping to coordinate charter administration and marketing. Call today and get the complete TWA Charter Story on Europe, U.S.A. and destinations not normally associated with TWA—the Caribbean and Mexico.

A 31
Casey Aff., Ex. 1

CALIFORNIA

CHARTAHOLIDAYS

TWA DEPARTURES FROM NEW YORK, NEWARK & HARTFORD

KNOW YOUR CHARTER OPERATOR!

The dependability and success of a charter vacation depends primarily upon the Charter Operator. His reputation, financial stability, expert staff and experience are the best guarantee of satisfaction.

Hawaiian Holidays Inc., the parent company of California Holidays has been specializing in group travel arrangements for over 19 years. Our reputation for quality and dependability is unsurpassed. It is backed by:

- **A $500,000.00 Bond for your protection.**
- **15 Year membership in ASTA.**
- **Charter Membership in USTOA.**
- **A staff of over 250 travel experts.**
- **Offices in New York, Chicago, San Francisco and Honolulu.**
- **Sell-out California charter programs in 1975 and 1976.**
- **Same owner-management since 1958.**

2-WEEK • ITC-2 **ESCORTED**
FRIDAY EVENING DEPARTURES

CALIFORNIA DISCOVERY

Los Angeles • Hearst Castle • Monterey
Lake Tahoe • Yosemite • San Francisco

from **$689**

All rates per person:

Double	Single	Triple
$689	$914	$649

Children (under 12 years old) sharing room with 2 parents $589
Supplement for *July and Aug. departures* $10

You get all this:

★ **Roundtrip TWA jet flights with meals served aloft.**
★ **First Class Hotel Accommodations: 4 nights Los Angeles, 1 night San Luis Obispo, 1 night Monterey, 4 nights San Francisco, 2 nights South Lake Tahoe, 2 nights Yosemite.**
★ **Comprehensive guided sightseeing per itinerary, with prepaid entrance fees, including tours of Hearst Castle and Yosemite National Park.**
★ **Land transportation via air conditioned motorcoach.**
★ **California Holidays' Escort throughout land portion of tour.**
★ **All transfers, baggage handling and gratuities for two suitcases per person.**
★ **All taxes and service charges for prepaid services.**

FRIDAY DEPARTURES WITH NORTHBOUND ITINERARY
June 17, 24; July 15, 22; Aug. 12, 19; Sept. 9*, 16*.

FRIDAY DEPARTURES WITH SOUTHBOUND ITINERARY
July 1‡, 8*, 29; Aug. 5*, 26*; Sept. 2*, 23†.

Note: Southbound itinerary has one night extra in San Francisco, one less night in Los Angeles.

*Roundtrip Newark ‡Roundtrip Hartford †Roundtrip JFK

TWO WEEKS

ABC—FLIGHTS ONLY
RATES FOR ALL FLIGHTS

ChartaHolidays EARLY-BIRD FARE	ChartaHolidays STANDARD FARE
$219	**$239**

★ ***NEW YORK/SAN FRANCISCO*** ★
with return from
LOS ANGELES
(Transportation between San Francisco and Los Angeles not included.)
Friday departures on:
July 1‡,8*,29†; Aug. 5*,26*; Sept. 2*,23.

★ ***NEW YORK/LOS ANGELES*** ★
with return from
SAN FRANCISCO
(Transportation between Los Angeles and San Francisco not included.)
Friday departures on:
June 17,24; July 15,22; Aug. 12,19; Sept. 9*,16*.

★ ***NEW YORK/LOS ANGELES*** ★
ROUNDTRIP
Departures every Friday:
July 1*,8,15,22,29; Aug. 5,12,19,26; Sept. 2.

DEPART FRIDAY • RETURN SATURDAY
For example: depart Fri. evening June 17; arrive home Sat. morning July 2.
FOR JULY & AUGUST DEPARTURES
ADD $10 TO RATES SHOWN
*These flights roundtrip from Newark †These flights roundtrip from Hartford

CALL TOLL FREE:
800-221-2510 (Res. Only) • 800-221-2004 (Gen'l Info)
New York State agents call collect: (212) 867-3900 (Res. Only); (212) 687-7400 (Gen'l Info)

CALIFORNIA HOLIDAYS

A DIVISION OF HAWAIIAN HOLIDAYS, INC.
711 THIRD AVENUE, NEW YORK, NEW YORK 10017

Our 19th Year — Bonded for $500,000.00

Extensive New Automation Upgr All Phases of TWA Charter Operation

TWA has computerized its operations in a determined effort to help make sure that TWA charters operate as programmed. Handling everything from initial aircraft availability to pricing, scheduling and departure time assignments, the net result of TWA's computerization is reduced paperwork for both the travel agent and tour operator and a better and faster service for clients booking TWA charters.

An airline first, TWA overcame industry skepticism in its determination to become fully automated. Specifically, the system determines if a charter aircraft is available on the dates requested by an operator, and if not, recommends viable alternatives. If there is availability, the computer (via CRT sets), requests the charter operator's name, TWA sales booking office, charter type, routing, dates, departure times and desired amenities. Entry of this data takes less than ninety seconds. The computer then develops the charter price, updates fleet availability, records this data permanently in storage and transmits it to the requesting sales office. This all occurs in less than eight seconds as compared to 15-20 minutes under the old system.

If a charter operator record has to be referred to in the future, or changed, it can immediately be retrieved and viewed on the CRT screen, along with the old fashioned manual "availability boards."

TWA's computerized operations system also maintains an active waitlist file and automatically advises when a cancellation frees up a waitlisted aircraft request. Additionally, it keeps the airline accounting department current on all charter contract payments.

During the final charter scheduling operation, the TWA computer generates aircraft operating times, determines the least amount of non-revenue miles for each flight segment, and via its memory programming, develops an optimal TWA charter schedule.

TWA Explains Charter Basics (Cont.)

(Continued from page 5)

finity) and whether a split charter (consisting of minimum groups of 40) is also being considered. The charter destination government's charter rules and regulations also have to be thoroughly explored and interfaced with the charter type finally selected.

It is critical, at this juncture, that an in-depth profit and loss analysis be performed for the charter package being considered. The travel agent must isolate each expense associated with the charter and review vis-a-vis specific profit objectives. A major cost consideration should be the anticipated load factor for the aircraft. This ultimately depends on the size of the aircraft, the season the aircraft is to originate and destination.

By rule of thumb, this is usually to be considered 80 to 90%. If applicable, commission expenses to other travel agents (also volume commissions) and legal and filing fees should be included. Of particular relevance are the additional costs associated with today's new charter types, including the expense for a surety bond ($5,000 minimum per flight without ground packages) and maintenance of bank escrow accounts required by law to protect the consumer's advance purchase payments. Other anticipated costs are advertising and promotion expenses and all applicable overheads.

When these expenses and the profit objective are established, a per head retail selling price range can be determined. This selling price range is key and in conjunction with a previously determined charter package, should be evaluated against the identified charter audience. Subsequently, on the basis of this evaluation, a preliminary decision can be initiated regarding the final selection of the charter carrier, hotel, season/day of week of operation and selling lead time. Prior to finalizing all legal commitments, a thorough review of all charter/financial obligations should be ascertained. This is crucial to the overall financial success of the charter and should include all up-front money and cancellation liabilities. These commitments should then be dovetailed with the expected charter sales receipts (usually kept in an escrow account), and an agency cash flow projection undertaken. Finally, prior to the actual signing of legal commitments, all contracts should be scrutinized and, if possible, reviewed with an attorney.

Importance of Advertising

Professional advertising and promotion of the charter program is critical to the "bottom line" success of the charter. It should be emphasized that the charter advertising and promotion can legally commence (for ABCs, OTCs, and ITC's) only after an initial charter prospectus has been filed with the CAB and has not been rejected. (TWA's sales offices can furnish filing details and guidance). Specific monies should have been allocated to marketing during the charter planning period and it is essential that effective charter communication be initiated. Optionally, a direct mail campaign should be to the travel agent's own clientele list (if not available it should be developed) well in advance of the departure date—at least six months in advance of a domestic destination charter and at least nine months for international charter flights.

This direct mail should include a professionally developed flyer that incorporates key charter benefits. That is, if the price is the main draw it should be emphasized but if hotel, air carrier, or a specific destination or charter subject matter are the major focus, then they should be stressed. If affordable, this direct mail should be followed by a secondary direct mailing, and both these direct mailings should then be supported with local advertising and promotion up to the day legally permitted to sell the charters. Often inexpensive, creative advertising and promotion activities can be undertaken and these should be sought out if at all possible. For example, local tie-ins with banks or radio stations often provide very good publicity and greatly aid the success of the charter.

In conclusion, if these specific charter guidelines are adhered to, the charter should prove to be a profitable venture for both the travel agent, the community and the carrier and hotels involved. TWA looks forward to hearing from you for future charter aircraft needs.

A 33
Casey Aff., Ex. 1

London commencing weekly for 15 days and 14 nights via TIA DC 10 – June 28 through October – ABC's $289. Rome Charters leaving weekly commencing June 26 via ONA DC 10. ABC's commencing at $359 also for 15 days and 14 nights. Plus other ITCs and OTCs programs available.

'Thanks Deluxe, I finally got respect on a charter to Vegas.'

My whole life people let me down. I take a charter to Vegas...they don't tell me I have to spend 2 hours in an airport in Souix City...they told me a big room by the pool, I end up in a closet by Lake Mead.

With charters I never get respect...then Deluxe flew into my life.

Deluxe uses the big guys - TWA and United, non stop to Vegas [now I wave at Souix City].

Thanks to Deluxe the fun started as soon as I took off. A top meal, open bar, and a first-run movie. For the first time in my life everything went right.

I got the room I was guaranteed - I didn't hear that famous line "the convention stayed over." I had such a great time, now my wife wants to go.

So why gamble with your people on charters to Vegas. I'll see you on Deluxe.

DELUXE LAS VEGAS OTC* PACKAGES
from $199to $319 - 3 nights, 4 days.**
PLUS FREE "The Rodney Dangerfield Show" at the Tropicana Hotel.
Includes 2 drinks, taxes, tips (no extras).
Appearing Feb.14 to Mar.12.
Departures from JFK and Newark every Thurs. and Sun.

One week packages to Las Vegas commencing July 2 thru October from $279 one week 8 days and 7 nights via TWA.

*15 days advance booking required.
**Nevada Hotel, rates higher at the Stardust, Flamingo Hilton, Riviera, Las Vegas Hilton, Caesars Palace, and MGM Grand.

DELUXE TRAVEL, INC.

307 5th Avenue, N.Y., N.Y. 10016 / For information and brochures call (212) 686-3999 or toll free (800) 223-6090

A 34
Casey Aff., Ex. 1

Destination—France

CDG-Paris Charles de Gaulle

SECTION I—ABC

See Sec. II/III for ITC & OTC Land

New York Departures

Airport Lv. Ar.	No. of Nights	Min. Price Range	Type	Departure Days or Dates	Land—See Sec. II/III	Airline/Aircraft Lv Out/Lv Back	Operator/Wholesaler—Comm. Range Tour # Code Ref (See Sec. II/III)
JFK-CDG	7	$327-359	(A)	5/16, 5/30, 6/13, 6/27, 7/11, 7/25, 8/8, 8/22, 9/5, 9/19		TW 707 P/A	TRAVELLERS AIR SERVICE (10-12%)
JFK-CDG	14	$898-985	(I)	Mon. (weekly) 5/2 thru 9/19/77		TW 707 P/A	TRAVELLERS AIR SERVICE-8 (10-12%)
JFK-CDG	14	$329-399	(A)	Mon. (weekly) 5/2 thru 9/19/77		TW 707 P/A	TRAVELLERS AIR SERVICE (10-12%)
JFK-CDG	21	$337-399	(A)	5/9, 5/23, 6/6, 6/20, 7/4, 7/18, 8/1, 8/15, 8/29, 9/12		TW 707 P/A	TRAVELLERS AIR SERVICE (10-12%)

Eastern Time Zone Cities

BDL-CDG	8	$349	(A)	4/15		TW 707 P/A	CARROLL TRAVEL ($25)

Destination—Great Britain

LHR-London Heathrow • SNN-Shannon, Ireland

New York Departures

JFK-LHR	7	$419-469	(O)	7/3, 7/17, 7/31, 8/8 8/14, 8/28, 9/11		TW 707 P/P	ADVENTURE HOLIDAYS INT'l-15 (10-15%)
JFK-LHR	7	$318-378 $419-498	(A) (O)	Thurs. (weekly) 5/12 thru 9/8/77		TW 707 P/A	TRAVELLERS AIR SERVICE-1 (10-12%)
JFK-LHR	14	$299-379	(A)	Sun. (weekly) 6/12 thru 9/11/77		TW 707 P/P	ADVENTURE HOLIDAYS INT'L (10-15%)
JFK-LHR	14	$699-739	(I)	Sun. (weekly) 6/12 thru 9/11/77		TW 707 A/P	ADVENTURE HOLIDAYS INT'l-13 (10-15%)
JFK-LHR	14	$599-679	(I)	Sun. (weekly) 6/12 thru 8/28/77		TW 707 P/P	ADVENTURE HOLIDAYS INT'L-14 (10-15%)
JFK-LHR	14	$318-389	(A)	Fri. (weekly) 5/20 thru 9/23/77		TW 707 P/A	TRAVELLERS AIR SERVICE (10-12%)
JFK-LHR	14	$299-365	(A)	5/9, 5/23, 6/6, 6/20, 7/4, 7/18, 8/1, 8/15, 8/29, 9/12		TW 707 P/A	TRAVELLERS AIR SERVICE (10-12%)
JFK-SNN	14	$698-798	(I)	5/27, 6/3, 6/17, 6/24, 7/8, 7/15, 7/29, 8/5, 8/19, 8/26, 9/9, 9/16		TW 707 P/A	TRAVELLERS AIR SERVICE-3 (10-12%)
JFK-LHR	14	$649-749	(I)	5/2, 5/16, 5/30, 6/13, 6/27, 7/11, 7/25, 8/8, 8/22, 9/5, 9/19		TW 707 P/A	TRAVELLERS AIR SERVICE-4 (10-12%)
JFK-LHR	14	$898-948 $918-985	(A) (I)	5/9, 5/23, 6/6, 6/20, 7/4, 7/18, 8/1, 8/15, 8/29, 9/12		TW 707 P/A	TRAVELLERS AIR SERVICE-9 (10-12%)
JFK-LHR	14	$798-895	(I)	Fri. (weekly) 6/4 thru 9/23/77		TW 707P/A	TRAVELLERS AIR SERVICE-11 (10-12%)
JFK-SNN	14	$798-895	(I)	5/20, 6/10, 7/1, 7/22, 8/12, 9/2, 9/23		TW 707 P/A	TRAVELLERS AIR SERVICE-12 (10-12%)
JFK-LHR	14	$318-378 $729-849	(A) (I)	Thurs. (weekly) 5/5 thru 9/8/77		TW 707 P/A	TRAVELLERS AIR SERVICE-13 (10-12%)
JFK-LHR	21	$299-379	(A)	6/12, 6/26, 7/10, 7/24 8/7, 8/21, 9/4		TW 707 P/P	ADVENTURE HOLIDAYS INT'L (10-15%)
JFK-LHR	21	$299-365	(A)	Mon. (weekly) 5/2 thru 9/12/77		TW 707 P/A	TRAVELLERS AIR SERVICE (10-12%)

A 35
Casey Aff., Ex. 1

Destination—Great Britain

New York Departures (Cont.)

SECTION I—ABC, ITC & OTC Air Portion
See Sec. II/III for ITC & OTC Land

Airport Lv. Ar.	No. of Nights	Min. Price Range	Type	Departure Days or Dates	Land—See Sec. II/III	Airline/Aircraft Lv Out/Lv Back	Operator/Wholesaler—Comm. Range Tour # Code Ref (See Sec. II/III)
JFK-LHR	21	$365-378	(A)	Thurs. (weekly) 5/5 thru 9/1/77		TW 707 P/A	TRAVELLERS AIR SERVICE (10-12%)
JFK-LHR	4 wks	$327-359	(A)	5/2, 5/16, 5/30, 6/13, 6/27, 7/11, 7/25, 8/8, 8/22, 9/5		TW 707 P/A	TRAVELLERS AIR SERVICE (10-12%)

Eastern Time Zone Cities

BDL-LHR	8	$349	(A)	4/15		TW 707 P/A	CARROLL TRAVEL ($25)
BDL-LHR	14	$319	(A)	9/21		TW 707 P/A	CARROLL TRAVEL ($25)

Chicago Departures

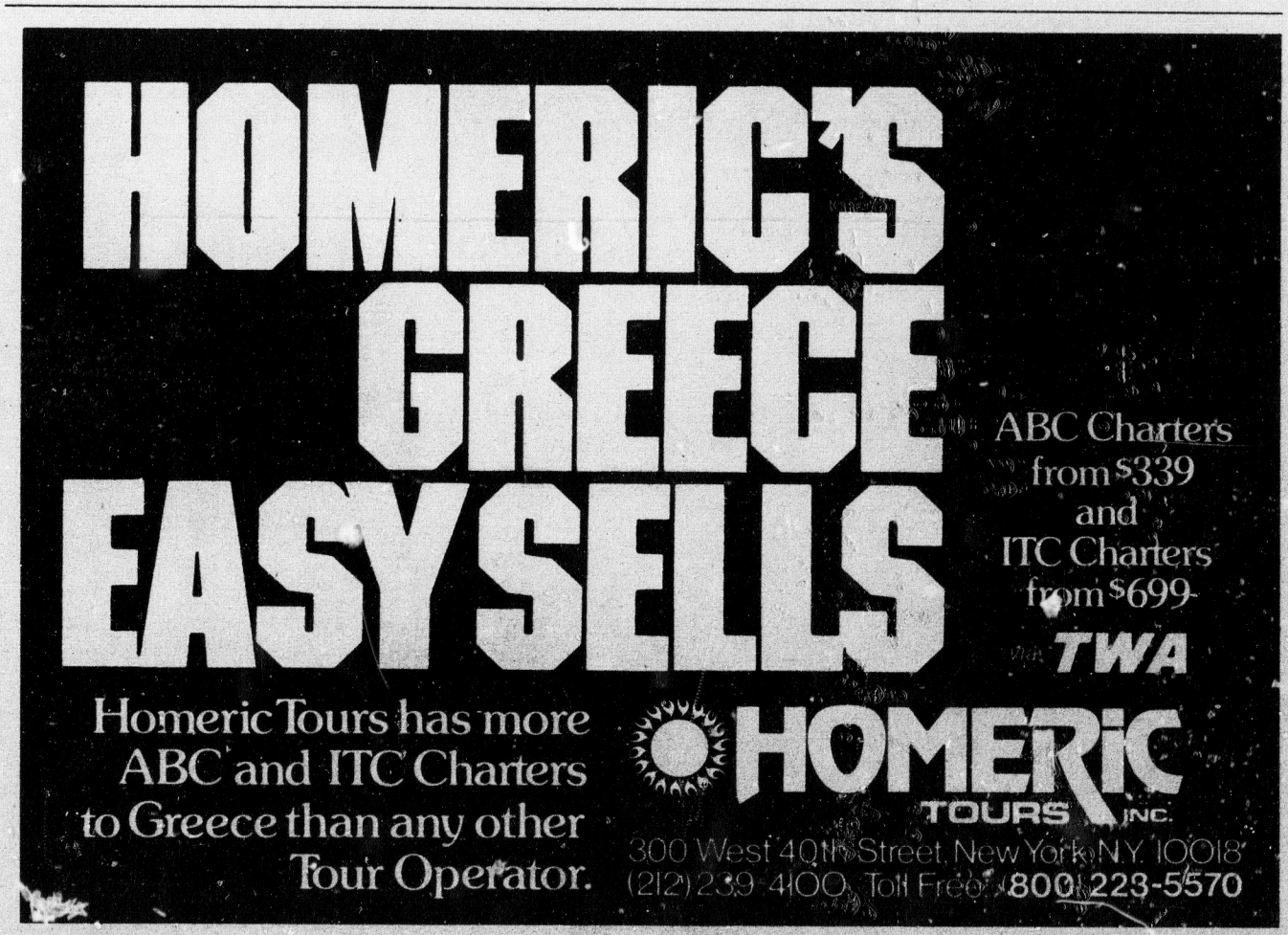
ORD-LHR	14	$349-429	(A)	5/20, 6/3, 6/17, 7/1, 7/15, 7/29, 8/12, 8/26, 9/9		TW 707 P/P	TRAVELLERS AIR SERVICE (10-12%)

Destination—Greece

ATH-Athens • FCO-Rome Leonardo Da Vinci

New York Departures

JFK-ATH	6	$449	(A)	10/4		TW 707 P/A	HOMERIC TOURS (10-12 1/2%)
JFK-ATH	13	$399-519	(A)	5/24, 5/25, 5/31, 6/7, 6/14, 6/21, 7/5, 7/19, 7/26, 8/2, 8/9, 8/16, 8/30, 9/6, 9/13, 9/20, 10/4, 10/18		TW 707 P/A	HOMERIC TOURS (10-12 1/2%)



Destination—Greece

New York Departures (Cont.)

SECTION I—ABC
See Sec. II/III for ITC & OTC Land

Airport Lv. Ar.	No. of Nights	Min. Price Range	Type	Departure Days or Dates	Land—See Sec. II/III	Airline/Aircraft Lv Out/Lv Back	Operator/Wholesaler—Comm. Range Tour # Code Ref (See Sec. II/III)
JFK-ATH	14	$849-969	(I)	5/24, 5/31, 6/7, 6/14, 6/21, 7/5, 7/12, 7/19, 7/26, 8/2, 8/9, 8/16, 8/30, 9/6, 9/13, 9/20, 10/4, 10/18		TW 707 P/A	HOMERIC TOURS-1 (10- 12 1/2%)
JFK-ATH	14	$449-549	(A)	4/30, 5/14, 5/28, 6/11		TW 707 P/A	SKYLINE TOURS (10-12 1/2%)
JFK-ATH	14	$479-549	(A)	Sat. (weekly) 6/25 thru 10/22/77		TW 707 P/P	SKYLINE TOURS (10-12 1/2%)
JFK-ATH	14	$399-529	(A)	4/3, 4/17, 5/1, 5/15, 5/29, 6/12, 6/26, 7/10, 7/31, 8/7, 8/14, 8/21		TW 707 P/P	TOURLITE INT'L (10%)
JFK-ATH	14	$699-779	(I)	4/3, 4/17, 5/1, 5/15, 6/12		TW 707 P/P	TOURLITE INT'L-1 (10%)
JFK-ATH	14	$779-839	(I)	Sun. (weekly) 6/26 thru 10/23/77		TW 707 P/P	TOURLITE INT'L-1 (10%)
JFK-ATH	14	$829-859	(I)	4/3, 4/17, 5/1, 5/15, 5/29, 6/12		TW 707 P/P	TOURLITE INT'L-2 (10%)
JFK-ATH	14	$869-919	(I)	Sun. (weekly) 6/26 thru 10/23/77		TW 707 P/P	TOURLITE INT'L-2 (10%)
JFK-ATH	14	$879-909	(I)	4/3, 4/17, 5/1, 5/15, 6/12		TW 707 P/P	TOURLITE INT'L-3 (10%)
JFK-ATH	14	$919-969	(I)	Sun. (weekly) 6/26 thru 10/23/77		TW 707 P/P	TOURLITE INT'L-3 (10%)
JFK-ATH	14	$929-959	(I)	4/3, 4/17, 5/1, 5/15, 5/29, 6/12		TW 707 P/P	TOURLITE INT'L-4 (10%)
JFK-ATH	14	$969-1019	(I)	Sun. (weekly) 6/26 thru 10/23/77		TW 707 P/P	TOURLITE INT'L-4 (10%)
JFK-FCO	14	$948-998	(I)	5/5, 5/19, 6/23, 7/21, 8/18, 9/8, 9/29		TW 707 P/A	TRAVELLERS AIR SER.-18 (10%)
JFK-ATH	16	$479-489	(A)	6/14, 6/16		TW 707 P/A	HOMERIC TOURS (10-12 1/2%)
JFK-ATH	20	$439-519	(A)	4/5, 5/24, 6/16, 7/5, 7/12, 7/20, 8/8, 8/9, 8/23, 8/30, 9/6, 9/13, 9/20		TW 707 P/A	HOMERIC TOURS (10-12 1/2%)
JFK-ATH	4 wks	$419-519	(A)	5/25, 5/31, 6/18, 6/21, 7/5, 7/19, 8/2, 8/16, 8/30, 9/13		TW 707 P/A	HOMERIC TOURS (10-12 1/2%)
JFK-ATM	5 wks	$429-529	(A)	5/31, 6/16, 7/20, 7/26, 8/23, 9/13		TW 707 P/A	HOMERIC TOURS (10-12 1/2%)
JFK-ATH	7 wks	$399-529	(A)	4/26, 6/18, 7/5, 7/19, 7/20, 8/30		TW 707 P/A	HOMERIC TOURS (10-12 122%)
JFK-ATH	7 wks	$339-529	(A)	4/26, 7/13, 7/20, 8/23		TW 707 P/A	HOMERIC TOURS (10-12 122%)
JFK-ATH	8 wks	$469-529	(A)	5/28, 6/30, 7/5, 7/9, 7/13, 7/16, 7/22, 7/29		TW 707 P/A	HOMERIC TOURS (10-12 1/2%)
JFK-ATH	9 wks	$549	(A)	6/21, 6/28		TW 707 P/A	HOMERIC TOURS (10-12 1/2%)
JFK-ATH	10 wks	$499-549	(A)	6/18, 6/28, 8/2		TW 707 P/A	HOMERIC TOURS (10-12 1/2%)
JFK-ATH	11 wks	$539-549	(A)	6/19, 7/6		TW 707 P/A	HOMERIC TOURS (10-12 1/2%)
JFK-ATH	20 wks	$469-479	(A)	5/25, 5/31		TW 707 P/A	HOMERIC TOURS (10-12 1/2%)
JFK-ATH	23 wks	$469	(A)	4/26		TW 707 P/A	HOMERIC TOURS (10-12 1/2%)

A 37
Casey Aff., Ex. 1

TOURLITE SUPERSALE

• 100% Participation on ITCs in 1976
No flight cancellations
• More features than other comparable tours with higher prices

ABCs from $399 air only

The Sunny Splendor of GREECE

from ITCs $699 air/tour

16 DAYS / 14 NIGHTS — WEEKLY DEPARTURES

PLAN A	PLAN B	PLAN C	PLAN D
CLASSICAL GREECE	AEGEAN BREEZE	IONIAN	AEOLIAN
from $699 incl	from $829 incl	from $879 incl	from $929 incl
Athens (7) Classical sites (3) Porto Heli (4)	Athens (7) Cruise (3) Porto Heli (4)	Athens (7) Cruise (4) Porto Heli (4)	Athens (7) Cruise (7)

TOUR HIGHLIGHTS:

- Round trip jet transportation via TWA
- All transfers
- Hotels — breakfast and lunch or dinner daily
- Athens sightseeing — Tour to Cape Sounion
- Escorted from arrival in Athens to departure (except cruises)
- 3, 4, or 7 Day Cruises S/S Stella Solaris•MTS Atlantis

TOURLITE CHARTERS via TWA

Please send _____
Sunny Splendor of Greece brochures

Agency _____

Address _____

City _____

State _____ Zip _____

TOURLITE INTERNATIONAL, INC.
516 Fifth Avenue, New York 10036 Telephone:
Toll Free (800) 223-7605 972-9470
Cable: NYTOURLITE TELEX 426992

Area Sales Office :
WASHINGTON D.C. 8416 Georgia Avenue Suite 208
Silver Springs, Maryland 20910
Telephone: (301) 587-6282

Destination—Ireland

SNN-Shannon • LHR-London Heathrow

SECTION I—ABC, ITC & OTC Air Portion
See Sec. II/III for ITC & OTC Land

New York Departures

Airport Lv. Ar.	No. of Nights	Min. Price Range	Type	Departure Days or Dates	Land—See Sec. II/III	Airline/Aircraft Lv Out/Lv Back	Operator/Wholesaler—Comm. Range Tour # Code Ref (See Sec. II/III)
JFK-SNN	14	$698-798	(I)	5/27, 6/3, 6/17, 6/24, 7/8, 7/15, 7/29, 8/5, 8/19, 8/26, 9/9, 9/16		TW 707 P/A	TRAVELLERS AIR SERVICE-3 (10-12%)
JFK-LHR	14	$798-895	(I)	Fri. (weekly) 6/4 thru 9/23/77		TW 707 P/A	TRAVELLERS AIR SERVICE-11 (10-12%)
JFK-SNN	14	$798-895	(I)	5/20, 6/10, 7/1, 7/22, 8/12, 9/2, 9/23		TW 707 P/A	TRAVELLERS AIR SERVICE-12 (10-12%)
JFKSNN	14	$289-369 $728-839	(A) (I)	Fri. (weekly) 5/20 thru 9/23/77		TW 707 P/A	TRAVELLERS AIR SERVICE-14 (10-12%)
JFK-SNN	14	$335-357	(A)	6/14, 6/28, 7/12, 7/26, 8/9, 8/23		TW 707 P/A	TRAVELLERS AIR SERVICE (10-12%)
JFKSNN	19	$298	(A)	8/29		TW 707 P/P	BRENDAN TOURS (10%)
JFK-SNN	21	$288	(A)	9/1		TW 707 P/P	BRENDAN TOURS (10%)
JFK-SNN	21	$335-357	(A)	6/7, 6/21, 7/5, 7/19, 8/2, 8/16		TW 707 P/A	TRAVELLERS AIR SERVICE (10-12%)
JFK-SNN	21	$335-357	(A)	Tues. (weekly) 6/7 thru 8/23/77		TW 707 P/A	TRAVELLERS AIR SERVICE (10-12%)
JFK-SNN	4 wks	$309-359	(A)	8/4, 9/2		TW 707 P/P	BRENDAN TOURS (10%)
JFK-SNN	5 wks	$359	(A)	8/6, 8/14		TW 707 P/P	BRENDAN TOURS (10%)
JFK-SNN	6 wks	$354-359	(A)	6/25, 6/26, 7/16		TW 707 P/P	BRENDAN TOURS (10%)
JFK-SNN	7 wks	$354	(A)	7/4		TW 707 P/P	BRENDAN TOURS (10%)

Eastern Time Zone Cities

BDL-SNN	14	$299-319	(A)	8/23, 9/21		TW 707 P/A	CARROLL TRAVEL ($25)
BDL-SNN	15	$319	(A)	7/13		TW 707 P/A	CARROLL TRAVEL ($25)
BDL-SNN	21	$319	(A)	7/6		TW 707 P/Ac	CARROLL TRAVEL ($25)
BSL-SNN	23	$339	(A)	8/10		TW 707 P/A	CARROLL TRAVEL ($25)

Chicago Departures

ORD-SNN	13	$365	(A)	8/9		TW 707 P/P	IRISH HOLIDAYS (11%)
ORD-SNN	14	$329-339	(A)	6/20, 9/15		TW 707 P/P	IRISH HOLIDAYS (11%)
ORD-SNN	15	$329	(A)	8/22		TW 707 P/P	IRISH HOLIDAYS (11%)
ORD-SNN	18	$365	(A)	7/4		TW 707 P/P	IRISH HOLIDAYS (11%)
ORD-SNN	19	$324	(A)	6/16		TW 707 P/P	IRISH HOLIDAYS (11%)
ORD-SNN	4 wks	$365	(A)	7/25		TW 707 P/P	IRISH HOLIDAYS (11%)

Destination—Italy

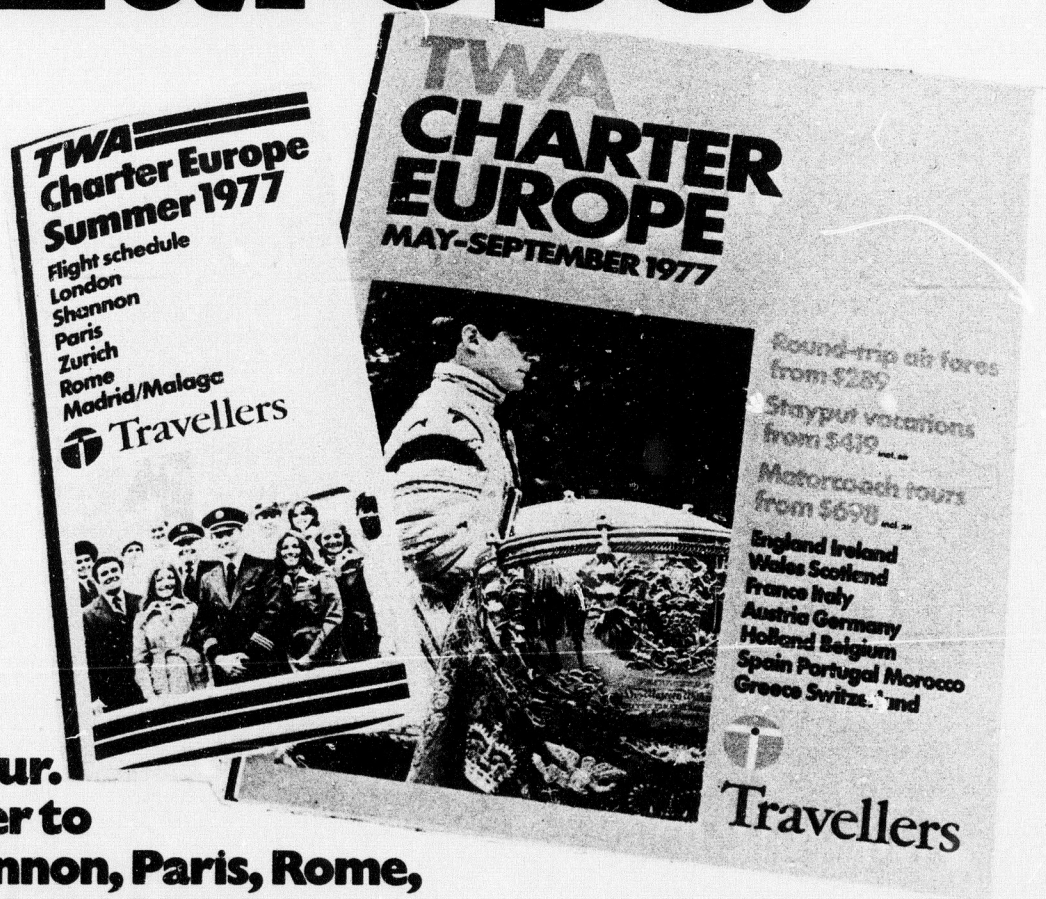
FCO-Rome Leonardo Da Vinci • MXP-Milan

New York Departures

JFK-FCO	11	$399	(A)	3/31		TW 707 P/P	TRAVITALIA ($40-50)
JFK-FCO	14	$399-479 $679-749	(A) (I)	5/12, 5/26, 6/9, 6/16, 6/30, 7/7, 7/14, 7/28, 8/4, 8/11, 8/25, 9/1, 9/15, 9/22		TW 707 P/A	TRAVELLERS AIR SERVICE-8 (10-12%)
JFK-FCO	14	$399-479 $679-749	(A) (I)	5/5, 5/19, 6/2, 6/23, 7/21, 8/18, 9/8, 9/29		TW 707 P/A	TRAVELLERS AIR SERVICE-7 (10-12%)

A 39
Case, Aff., Ex. 1

The total charter program to Europe.



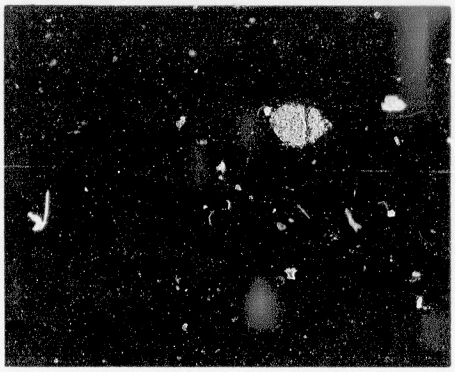
Flight only.
Flight and tour.
Peak summer to London, Shannon, Paris, Rome, Zurich and Madrid/Malaga.

TWA

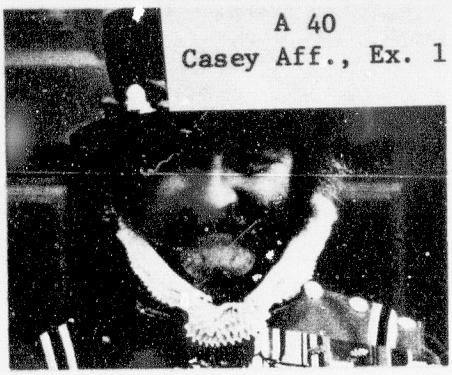
We give charters a good name

A 40
Casey Aff., Ex. 1

All flights on TWA
Same type of aircraft and crews that have made TWA No. 1 across the Atlantic. Special bonus : 66 lbs of baggage allowance on the return flight.

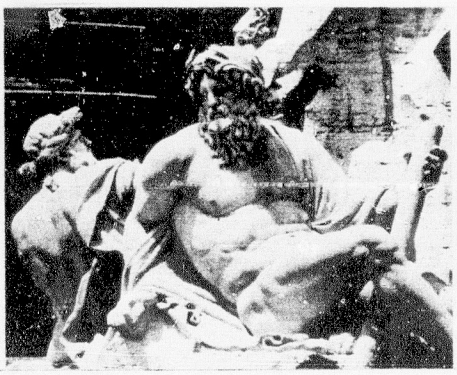


Air only from $239
Everyone is eligible. ABC's direct to 7 destinations from New York, and to London from Chicago. Reservations 50 days prior to departure. Land package not required.



Air & tour from $419
Everyone is eligible. ITC's and ABC's with choice of 16 itineraries for 9 or 16 days. Stay-put vacations. Escorted motorcoach tours. Even combinations.

Travellers is the tour operator
One of the three largest. Major offices in New York, London, Dublin, Paris, Rome, Basel, Madrid and Costa del Sol. Full-time representatives elsewhere.



Itinerary variety
From a week in London or Paris to a 7-country grand tour. Or just Britain, Ireland, Italy, Iberia, the Alps or a Greek Island cruise. The choice is exceptional.

Hotel choice
First class on most tours ; rooms with private bath on all itineraries. Majority of meals are included, often with a choice of menu and local cuisine.

Included highlights
Theatre in London, flamenco in Spain, medieval banquet in an Irish castle, taverna evening in Athens, dinner with unlimited wine in Rome are just a few.

TOLL-FREE
Outside New York State:
800-223-7470
New York State:
800-442-8118
New York City:
730-1690
Telex:
147110

Easy reservations
Fast, computerized system keeps details to a minimum and speeds confirmation. Most tours are bookable up to day of departure; flights only, 50 days before.

Brochures & Flight Schedules
Color brochure details tours and flights. Convenient-sized Flight Schedule has all fares and dates – perfect as a self mailer. Free copies available from Travellers.

Travellers

Travellers Air Services, Inc., 530 Fifth Avenue, New York, N.Y. 10036
London Dublin Paris Rome Basel Madrid Athens Costa del Sol

A 41
Casey Aff., Ex. 1

Destination—Italy

New York departures (Cont.)

SECTION I—ABC, ITC & OTC Air Portion
See Sec. II/III for ITC & OTC Land

Port Lv. Ar.	No. of Nights	Min. Price Range	Type	Departure Days or Dates	Land—See Sec. II/III	Airline/Aircraft Lv Out/Lv Back	Operator/Wholesaler—Comm. Range Tour # Code Ref (See Sec. II/III)
JFK-FCO	14	$399-479 $798-898	(A) (I)	5/12, 5/26, 6/2, 6/9, 6/16, 6/30, 7/7, 7/14, 7/28, 8/4, 8/11, 8/25, 9/1, 9/15, 9/22		TW 707 P/A	TRAVELLERS AIR SERVICE-15 (10-12%)
JFK-FCO	14	$948-998	(I)	5/5, 5/19, 6/23, 7/21, 8/18, 9/8, 9/29		TW 707 P/A	TRAVELLERS AIR SERVICE-18 (10-12%)
JFK-FCO	14	$479-489	(A)	7/9, 7/13, 7/18, 7/23, 7/30, 8/13		TW 707 P/P	TRAVITALIA ($40-50)
JFK-FCO	4 wks	$469-489	(A)	6/24, 6/27, 6/29, 7/27, 7/30		TW 707 P/P	TRAVITALIA ($40-50)
JFK-FCO	6 wks	$479-489	(A)	6/22, 7/23		TW 707 P/P	TRAVITALIA ($40-50)
JFK-MXP	9 wks	$459	(A)	6/29		TW 707 P/P	TRAVITALIA ($40-50)
JFK-FCO	9 wks	$469-489	(A)	6/25, 6/29, 7/11		TW 707 P/P	TRAVITALIA ($40-50)
JFK-FCO	17 wks	$429	(A)	5/31, 6/1		TW 707 P/P	TRAVITALIA ($40-50)

San Francisco Departures

SFO-MXP	5 wks	$499-599	(A)	6/10, 6/25, 8/22		TW 707 P/A	ITAL/CHARTERS (10%)
SFO-MXP	6 wks	$588	(A)	6/1		TW 707 P/A	ITAL/CHARTERS (10%)
SFO-FCO	7 wks	$624	(A)	7/30		TW 707 P/A	ITAL/CHARTERS (10%)
SFO-MXP	10 wks	$588-599	(A)	6/10, 6/18		TW 707 P/A	ITAL/CHARTERS (10%)
SFO-MXP	12 wks	$588	(A)	6/1		TW 707 P/A	ITAL/CHARTERS (10%)

Destination—Portugal/Spain

MAD-Madrid • AGP-Malaga • SMA-Santa Maria

New York Departures

JFK-AGP	14	$339-399 $498-598	(A) (I)	5/1, 5/29, 6/26, 7/24, 8/21, 9/18		TW 707 P/A	TRAVELLERS AIR SERVICE-5 (10-12%)
JFK-MAD	14	$358-399 $528-598	(A) (I)	5/15, 6/12, 7/10, 8/7, 9/4		TW 707 P/A	TRAVELLERS AIR SERVICE-10 (10-12%)
JFK-AGP	14	$339-399 $698-769	(A) (I)	5/1, 5/29, 6/26, 7/24, 8/21, 9/18		TW 707 P/A	TRAVELLERS AIR SERVICE-16 (10-12%)
JFK-MAD	14	$358-399 $729-769	(A) (I)	5/15, 6/12, 7/10, 8/7, 9/4		TW 707 P/A	TRAVELLERS AIR SERVICE-17 (10-12%)

Eastern Time Zone Cities

BOS-AGP	7	$459	(O)	4/15		TW 707 P/A	PLAZA TRAVEL-8 (10-15%)
BOS-SMA	14	$263-334	(A)	5/6, 5/11, 7/1, 7/2		TW 707 P/P	TOP TEN CHARTERS (10%)

Destination—Switzerland

GVA-Geneva • ZRH-Zurich

New York Departures

JFK-ZRH	14	$398-458 $898-998	(A) (I)	5/22, 6/5, 6/19, 7/3, 7/17, 7/31, 8/14, 8/28, 9/11		TW 707 P/A	TRAVELLERS AIR SERVICE-19 (10-12%)
JFK-ZRH	14	$898-998	(I)	5/22, 6/5, 6/19, 7/3, 7/17, 7/31, 8/14, 8/28, 9/11		TW 707 P/A	TRAVELLERS AIR SERVICE-20 (10-12%)

TWA CHARTERS

Destination—Denver

A 42
Casey Aff., Ex. 1

DEN-Denver

SECTION I—AI
See Sec. II/III for ITC & OTC Land

Eastern Time Zone Cities

Airport Lv. Ar.	No. of Nights	Min. Price Range	Type	Departure Days or Dates	Land—See Sec. II/III	Airline/Aircraft Lv Out/Lv Back	Operator/Wholesaler—Comm. Range Tour # Code Ref (See Sec. II/III)
DTW-DEN	7	$242	(O)	Sat. (weekly) Now thru 3/26/77		TW 707 A/P	ELLIOTT TOURS-1 (10%)
DTW-DEN	7	$340	(O)	Sat. (weekly) Now thru 3/26/77		TW 707 A/P	ELLIOTT TOURS-2 (10%)
DTW-DEN	7	$349	(O)	Sat. (weekly) Now thru 3/26/77		TW 707 A/P	ELLIOTT TOURS-3 (10%)

Destination—Las Vegas

LAS-Las Vegas

New York Departures

EWR-LAS	3	$209	(O)	Thurs. (weekly) Now thru 9/29/77		TW 707 A/P	CAREFREE TRAVEL-6 (10-15%)
EWR-LAS	3	$209	(O)	Thurs. (weekly) Now thru 9/29/77		TW 707 A/P	DAVID TRAVELS-6 (10-15%)
EWR-LAS	4	$219	(O)	Sun. (weekly) Now thur 9/25/77		TW 707 A/P	CAREFREE TRAVEL-7 (10-15%)
EWR-LAS	4	$219	(O)	Sun. (weekly) Now thru 9/25/77		TW 707 A/P	DAVID TRAVELS-7 (10-15%)
JFK-LAS	3	$209	(O)	Thurs. (weekly) Now thru 9/29/77		TW 707 A/P	CAREFREE TRAVEL-6 (10-15%)
JFK-LAS	3	$209	(O)	Thurs. (weekly) Now thru 9/29/77		TW 707 A/P	DAVID TRAVELS-6 (10-15%)
JFK-LAS	3	$219	(O)	Thurs. (weekly) Now thru 5/26/77		TW 707 A/P	DELUXE TRAVELS-5 (10-15%)
JFK-LAS	4	$209	(O)	Sun. (weekly) Now thru 9/25/77		TW 707 A/P	CAREFREE TRAVEL-7 (10-15%)
JFK-LAS	4	$219	(O)	Sun. (weekly) Now thru 9/25/77		TW 707 A/P	DAVID TRAVELS-7 (10-15%)
JFK-LAS	4	$229	(O)	Sun. (weekly) Now thru 5/29/77		TW 707 A/P	DELUXE-6 (10-15%)
JFK-SFO LAS-JFK	7	$369	(O)	7/8, 7/22, 8/5, 8/19 9/2		TW 707 A/P	ADVENTURE HOLIDAYS INT'L-11 (10-15%)
JFK-LAS SFO-JFK	15	$419	(I)	Tues. (weekly) 6/28 thru 8/23/77		TW 707 A/P	DISCOUNT TRAVEL-3 (10%)
JFK-SFO LAS-JFK	13	$399	(I)	Wed. (weekly) 6/29 thru 8/24/77		TW 707 A/P	DISCOUNT TRAVEL-1 (10%)
JFK-SFO LAS-JFK	13	$399	(I)	Wed. (weekly) 6/29 thru 8/24/77		TW 707 A/P	DISCOUNT TRAVEL-2 (10%)
JFK-LAX LAS-JFK	14	$229 $499-519	(A) (I)	7/1, 7/15, 7/29, 8/12 8/26		TW 707 A/P	ADVENTURE HOLIDAYS INT'L-12 (10-15%)
JFK-LAS SFO-JFK	15	$419	(I)	Tues. (weekly) 6/28 thru 8/23/77		TW 707 A/P	DISCOUNT TRAVEL-4 (10%)

Eastern Time Zone Cities

BAL-LAS	3	$295	(O)	3/4, 4/8, 4/15, 5/6, 5/20, 5/27, 6/17		TW 707 A/P	TRAVEL COMMITTEE-1 (10-15%)
BAL-LAS	4	$315	(O)	3/7, 4/4, 4/18, 5/2, 5/23, 5/30, 6/6, 6/20		TW 707 A/P	TRAVEL COMMITTEE-2 (10-15%)

A 43
Casey Aff., Ex. 1

Destination—Las Vegas

Eastern Time Zone Cities (Cont.)

SECTION I—ABC, ITC & OTC Air Portion
See Sec. II/III for ITC & OTC Land

Airport Lv. Ar.	No. of Nights	Min. Price Range	Type	Departure Days or Dates	Land—See Sec. II/III	Airline/Aircraft Lv Out/Lv Back	Operator/Wholesaler—Comm. Range Tour # Code Ref (See Sec. II/III)
PHL-LAS	3	$209	(O)	Thurs. (weekly) Now thru 9/29/77		TW 707 A/P	CAREFREE TRAVEL-6 (10-15%)
PHL-LAS	3	$209	(O)	Thurs. (weekly) Now thru 9/29/77		TW 707 A/P	DAVID TRAVELS-6 (10-15%)
PHL-LAS	4	$209-219	(O)	Sun. (weekly) Now thru 9/25/77		TW 707 A/P	CAREFREE TRAVEL-7 (10-15%)
PHL-LAS	4	$209-219	(O)	Sun. (weekly) Now thru 9/25/77		TW 707 A/P	DAVID TRAVELS-7 (10-15%)

Chicago Departures

ORD-LAS	3	$179-189	(O)	Thurs. & Fri. (weekly) Now thru 12/30/77		TW 707 A/P	MILLER TOURS-1 (10-15%)
ORD-LAS	4	$179-189	(O)	Sun. & Mon. (weekly) Now thru 12/26/77		TW 707 A/P	MILLER TOURS-2 (10-15%)

Central Time Zone Cities

MKE-LAS	3	$189-199	(O)	Thurs. & Fri. (weekly) Now thru 12/30/77		TW 707 A/P	MILLER TOURS-1 (10-15%)
MKE-LAS	4	$189-199	(O)	Sun. & Mon. (weekly) Now thru 12/26/77		TW 707 A/P	MILLER TOURS-2 (10-15%)

Destination—Los Angeles

LAX-Los Angeles

New York Departures

JFK-SFO LAX-JFK	7	$359	(O)	7/8, 7/22, 8/5, 8/19 9/2		TW 707 A/P	ADVENTURE HOLIDAYS INT'L-8 (10-15%)
JFK-SFO LAX-JFK	7	$369	(O)	7/8, 7/22, 8/5, 8/19 9/2		TW 707 A/P	ADVENTURE HILIDAYS INT'L-10 (10-15%)
JFK-LAX SFO-JFK	14	$209-219	(A)	6/12, 7/3, 7/10, 7/31 8/7, 8/28		TW 707 A/P	ADVENTURE HILIDAYS INT'L (10-15%)
JFK-SFO LAX-JFK	14	$209-219	(A)	6/19, 6/26, 7/17, 7/24 8/14, 8/21		TW 707 A/P	ADVENTURE HOLIDAYS INT'L (10-15%)
JFK-LAX SFO-JFK	14	$599-619	(I)	6/19, 6/26, 7/17, 7/24 8/14, 8/21		TW 707 A/P	ADVENTURE HOLIDAYS INT'L-6 (10-15%)
JFK-LAX SFO-JFK	14	$449	(O)	Sun. (weekly) 6/12 thru 8/28/77		TW 707 A/P	ADVENTURE HOLIDAYS INT'L-7 (10-15%)
JFK-LAX LAS-JFK	14	$299 $499-519	(A) (I)	7/1, 7/15, 7/29, 8/12 8/26		TW 707 A/P	ADVENTURE HOLIDAYS INT'L-12 (10-15%)
JFK-LAX	15	$239	(A)	Fri. (weekly) 7/1 thru 9/2/77		TW 707 A/P	CALIFORNIA HOLIDAYS (10-15%)
JFK-LAX SFO-JFK	15	$239 $699	(A) (I)	Fri. (weekly) 6/24 thru 9/23/77		TW 707 A/P	CALIFORNIA HOLIDAYS-2 (10-15%)
JFK-LAX SFO-JFK	21	$239	(A)	7/1, 7/15, 7/29, 8/12		TW 707 A/P	ADVENTURE HOLIDAYS INT'L (10-15%)

TWA CHARTERS

A 44
Casey Aff., Ex. 1

Destination—Los Angeles

Eastern Time Zone Cities

SECTION I—ABC, ITC & OTC Air Portion
See Sec. II/III for ITC & OTC Land

Airport Lv. Ar.	No. of Nights	Min. Price Range	Type	Departure Days or Dates	Land—See Sec. II/III	Airline/Aircraft Lv Out/Lv Back	Operator/Wholesaler—Comm. Range Tour # Code Ref (See Sec. II/III)
BOS-LAX SFO-BOS	7	$415	(I)	7/2, 7/16, 7/30, 8/13, 8/27		TW 707 A/P	PLAZA TRAVEL-14 (10%)
BOS-SFO LAX-BOS	7	$419	(I)	6/25, 7/9, 7/23, 8/6 8/20		TW 707 A/P	COLUMBUS TOURS-1 (10%)
BOS-LAX SFO-BOS	7	$419	(I)	7/2, 7/16, 7/30, 8/13 8/27		TW 707 AP	COLUMBUS TOURS-1 (10%)
DTW-LAX	7	$210	(A)	Sat. (weekly) 6/11 thru 12/31/77		TW 707 A/P	ELLIOT TOURS (10%)
DTW-LAX	14	$210	(A)	Sat. (weekly) 6/11 thru 12/31/77		TW 707 A/P	ELLIOT TOURS (10%)

Destination—New York

JFK-Kennedy • LGA-LaGuardia • EWR-Newark

Los Angeles Departures

LAX-JFK	7	$189-199	(A)	Tues. (weekly) Now thru 3/22/77	TW 707 A/P	UNITOURS (10%)
LAX-JFK	14	$189-199	(A)	Tues. (weekly) Now thru 3/15/77	TW 707 A/P	UNITOURS (10%)
LAX-JFK	21	$189-199	(A)	Tues. (weekly) Now thru 3/8/77	TW 707 A/P	UNITOURS (10%)

California

8 Days From $419.*

*based on dbl. occ.

Includes:
• Convenient Saturday Departure • Round-trip Air Transportation via TWA • 7 Nights' Accommodations - Deluxe Hotels • Deluxe 2 Day Escorted Motorcoach Tour, between San Francisco and Anaheim • 1 Day's Admission to Disneyland (including 15 attractions) • 17-Mile Drive • Fully Escorted Throughout • All Air and Hotel Taxes • All Transfers and Portage of Luggage • Exciting Optional Tour Program

Here is a great bargain . . . seeing both Anaheim and San Francisco, plus a grand 2-day tour along the coast: visiting Big Sur, Caramel, Monterey, and other scenic spots including 3 nights in San Francisco, 1 night in Santa Maria, along this beautiful coast, 3 nights in Anaheim. Make your reservations now.

10 Departure Dates to choose from:
San Francisco June 25, July 9, 23, August 6, 20
Los Angeles: July 2, 16, 30, August 13, 27

Columbus Tours . . . in cooperation with Emerald Tours International, Inc.

columbus

CALL COLLECT ON NEW BOOKINGS (617) 288-3040

Boston: 15 Stoughton St., Tel. 288-3040

A 45
Casey Aff., Ex. 1

Destination—San Francisco

SFO-San Francisco

New York Departures

SECTION I—ABC, ITC & OTC Air Portion
See Sec. II/III for ITC & OTC Land

Airport Lv. Ar.	No. of Nights	Min. Price Range	Type	Departure Days or Dates	Land—See Sec. II/III	Airline/Aircraft Lv Out/Lv Back	Operator/Wholesaler—Comm. Range Tour # Code Ref (See Sec. II/III)
JFK-SFO LAX-JFK	7	$359	(O)	7/8, 7/22, 8/5, 8/19, 9/2		TW 707 A/P	ADVENTURE HOLIDAYS INT'L-8 (10-15%)
JFK-SFO	7	$359	(O)	7/8, 7/22, 8/5, 8/19		TW 707 A/P	ADVENTURE HOLIDAYS INT'L-9 (10-15%)
LAX-JFK	7	$369	(O)	7/8, 7/22, 8/5, 8/19 9/2		TW 707 A/P	ADVENTURE HOLIDAYS INT'L-10 (10-15%)
JFK-SFO LAS-JFK	7	$389	(O)	7/8, 7/22, 8/5, 8/19 9/2		TW 707 A/P	ADVENTURE HOLIDAYS INT'L-11 (10-15%)
JFK-SFO LAS-JFK	13	$399	(I)	Wed. (weekly) 6/29 thru 8/24/77		TW 707 A/P	DISCOUNT TRAVEL-1 (10%)
JFK-SFO LAS-JFK	13	$399	(I)	Wed. (weekly) 6/29 thru 8/24/77		TE 707 A/P	DISCOUNT TRAVEL-2 (10%)
JFK-SFO	14	$229	(A)	7/8, 7/22, 8/5, 8/19 9/2		TW 707 A/P	ADVENTURE HOLIDAYS INT'L (10-15%)
JFK-SFO LAX-JFK	14	$209-219	(A)	6/19, 6/26, 7/17, 7/24 8/14, 8/21		TW 707 A/P	ADVENTURE HOLIDAYS INT'L (10-15%)
JFK-LAX SFO-JFK	14	$209-219	(A)	6/12, 7/3, 7/10, 7/31 8/7, 8/28		TW 707 A/P	ADVENTURE HOLIDAYS INT'L (10-15%)
JFK-SFO	14	$999	(I)	7/8, 7/22, 8/5, 8/19 9/2		TW 707 A/P	ADVENTURE HOLIDAYS INT'L-5 (10-15%)
JFK-SFO LAX-JFK	14	$599-619	(I)	6/12, 7/3, 7/10, 7/31 8/7, 8/28		TW 707 A/P	ADVENTURE HOLIDAYS INT'L-6 (10-15%)
JFK-LAX SFO-JFK	15	$239 $699	(A) (I)	Fri. (weekly) 6/24 thru 9/23/77		TW 707 A/P	CALIFORNIA HOLIDAYS-2 (10-15%)
JFK-LAS SFO-JFK	15	$419	(I)	Tues. (weekly) 6/28 thru 8/23/77		TW 707 A/P	DISCOUNT TRAVEL-3 (10%)
JFK-LAS SFO-JFK	15	$419	(I)	Tues. (weekly) 6/28 thru 8/23/77		TW 707 A/P	DISCOUNT TRAVEL-4 (10%)
JFK-LAX SFO-JFK	21	$239	(A)	7/1, 7/15, 7/29, 8/12		TW 707 A/P	ADVENTURE HOLIDAYS INT'L (10-15%)

Eastern Time Zone Cities

BOS-SFO LAX-BOS	7	$419	(I)	6/25, 7/9, 7/23, 8/6 8/20		TW 707 A/P	COLUMBUS TOURS-1 (10%)
BOS-LAX SFO-BOS	7	$419	(I)	7/2, 7/16, 7/30, 8/13 8/27		TW 707 A/P	COLUMBUS TOURS-1 (10%)
BOS-SFO LAX-BOS	7	$415	(I)	6/25, 7/9, 7/23, 8/6, 8/20		TW 707 A/P	PLAZA TRAVEL-12 (10%)

TWA Charters To The Caribbean & Mexico

Destination—Aruba

Operated winter 1976–7 by ARTHUR FROMMER CHARTERS from JFK, BDL, BOS, IAG, PHL

TWA CHARTERS

TWA Charters To The Caribbean & Mexico (

A 46
Casey Aff., Ex. 1

Destination—Bonaire

Operated winter 1976–7 by ARTHUR FROMMER CHARTERS from JFK, BDL, BOS, IAG, PHL

Destination—Curacao

Operated winter 1976–7 by ARTHUR FROMMER CHARTERS from JFK, BDL, BOS, BUF, PHL

Destination—Guadeloupe

Operated winter 1976–7 by AMERICAN EXPRESS from JFK, BOS, PHL

Destination—Mexico

Operated winter 1976–7 by AMERICAN EXPRESS to Cancun from JFK, BOS, PHL with Club Mediterranee a participating wholesaler
Operated winter 1976–7 by UNITOURS to Mazatlan from LAX

Headquarters of Operators/Wholesalers Appearing in this Guide

Adventure Holidays International	337 Merrick Rd., Lynbrook, N.Y. 11563	212-343-2714
Arthur Frommer Charters	70 Fifth Ave., New York, N.Y. 10011	212-691-4300
American Express	American Express Plaza, New York, N.Y. 10004	212-480-2000
Brendan Tours	420 Lexington Ave., New York, N.Y. 10017	212-697-1133
California Holidays	7[illegible] Third Ave., New York, N.Y. 10017	212-687-7400
Carefree Travel	49 West 57th St., New York, N.Y. 10019	212-826-8100
Carroll Travel	1383 Main St., Springfield, Mass. 01101	413-739-7391
Club Mediteranee	40 West 57th St., New York, N.Y. 10019	212-977-2100
Columbus Tours	15 Stoughton St., Dorchester, Mass. 02125	617-288-3040
David Travels	1175 N.E. 125th St., N. Miami, Fla. 33161	305-893-0500
Deluxe Travel	307 Fifth Ave., New York, N.Y. 10016	212-686-3999
Discount Travel	342 Madison Ave., New York, N.Y.	212-697-1133
Elliott Tours	30000 Orchard Lake Rd., Farmington Hills, Mich. 48024	313-851-3900
Homeric Tours	300 West 40th St., New York, N.Y. 10018	212-239-4100
Irish Holidays	2112 E. Gregory, Arlington Heights, Ill.	312-636-1683
Ital/Charters	2836 San Bruno Ave., San Francisco, Cal. 94134	415-467-7850
Miller Tours	1100 Jorie Blvd., Oak Brook, Ill. 60521	312-887-8890
Plaza Travel Tours	710 West St., Braintree, Mass. 02184	617-848-6644
Skyline Tours	574 Fifth Ave., New York, N.Y. 10036	212-575-0400
Top Ten Charters	P.O. Box 408, Fall River, Mass. 02722	617-675-0731
Tourlite International	516 Fifth Ave., New York, N.Y. 10036	212-972-9470
Travel Committee	1426 Reisterstown Rd., Baltimore, Md. 21208	301-484-3366
Travellers Air Service	530 Fifth Ave., New York, N.Y. 10036	212-730-1690
Travitalia	133-135 Remsen St., Brooklyn, N.Y. 11201	212-237-3092
Unitours	1671 Wilshire Blvd., Los Angeles, Calif. 90017	213-484-1671

A 47
Casey Aff., Ex. 1

Europe/ITCs

New York Departures

JFK **ADVENTURE HOLIDAYS INT'L-14 (10-15%)**
14N $599-679 TW 707
Sun. (weekly) 6/12 thru 8/28/77
To: Great Britain, Netherlands, France.
Hotels: London-Esso, Park (7N), Amsterdam-Owl, Park (3N), Paris-M. Lafayette, Pavillion (3N).
Features: Continental breakfast daily, overnight boat-train LON/AMS, daytime ground PAR/LON, 1/2-day sightseeing each city, local hosts, baggage handling, hotel taxes and service charges.

JFK **TRAVELLERS AIR SER.-4 (10-12%)**
14N $649-749 TW 707
5/2, 5/16, 5/30, 6/13, 6/27, 7/11, 7/25, 8/8, 8/22, 9/5, 9/19
To: Great Britain, Netherlands, Belgium, France.
Hotels: London-Russell, St. James (7N), Amsterdam-Doelen, Arthur Frommer (3N), Paris-PLM St. Jacques, Francois (4N).
Features: Continental breakfast daily, 1/2-day sights[illegible] each city, air LON/AMS, motorcoach [illegible]AR, hostess service, discounts, memberships, baggage handling, hotel service charges and taxes.

JFK **TRAVELLERS AIR SER.-8 (10-12%)**
14N $898-985 TW 707
Mon. (weekly) 5/2 thru 9/19/77
To: France, Switzerland, Italy, Austria, Germany, Netherlands, Britain.
Hotels: Paris-PLM St. Jacques (2N), Geneva-D'Auteuil (2N), Stresa-La Palma (1N), Rome-Midas Palace (2N), Florence-Croce di Malta (1N), Venice-Carlton Executive (1N), Innsbruck-Maria Theresa (1N), Heidelberg-Holiday Inn Waldorf (1N), Amsterdam-Alpha (1N), London-Penta (2N).
Features: Continental breakfast daily, dinners in Stresa, Florence, Venice, Innsbruck and Walldorf, escorted motorcoach sightseeing, air AMS/LON, baggage handling, hotel service charges and taxes.

JFK **TRAVELLERS AIR SER.-9 (10-12%)**
14N $918-985 TW 707
5/9, 5/23, 6/6, 6/20, 7/[illegible], 7/18, 8/1, 8/15, 8/29, 9/12
To: Britain, Netherlands, Germany, Austria, Italy, Switzerland, France.
Hotels: London-Penta (2N), Amsterdam-Alpha (1N), Heidelberg-Holiday Inn Waldorf (1N), Innsbruck-Maria Theresa (1N), Venice-Carlton Executive (1N), Florence-Croce di Malta (1N), Rome-Midas Palace (2N), Stresa-La Palma (1N), Geneva-D'Autevil (2N), Paris-PLM St. Jacques (2N).
Features: Continental breakfast daily, dinners in Waldorf, Innsbruck, Venice, Florence and Stresa, escorted motorcoach sightseeing, air LON/AMS, baggage handling, hotel service charges and taxes.

JFK **TRAVELLERS AIR SER.-19 (10-12%)**
14N $898-998 TW 707
5/22, 6/5, 6/19, 7/3, 7/17, 7/31, 8/14, 8/28, 9/11
To: Switzerland, Italy, Austria, Germany.
Hotels: Lucerne-Balances Bellevue, Monopol-Metropole (1N), Geneva-D'Auteuil (2N), Zermatt-Monte Rosa (1N), St. Moritz-Crystal (2N), Bolzano-Laurin (1N), Villach-Park Kaernten (1N), Vienna-Prinz Eugen (2N), Munich-Penta (2N), Konstanz-Steigenberger Insel (1N), Zurich-Nova Park (1N).
Features: Continental breakfast and dinner daily except continental breakfast only in Munich, Geneva and Vienna, escorted throughout, motorcoach sightseeing, baggage handling, hotel service charges and taxes.

JFK **TRAVELLERS AIR SER.-20 (10-12%)**
14N $898-998 TW 707
5/22, 6/5, 6/19, 7/3, 7/17, 7/31, 8/14, 8/28, 9/11
To: Switzerland, Italy, Austria, Germany.
Hotels: Zurich-Nova Park (1N), Konstanz-Steigenberger Insel (1N), Munich-Penta (2N), Vienna-Prinz Eugen (2N), Villach-Park Kaernten (1N), Bolzano-Laurin (1N), St. Moritz-Crystal (2N), Zermatt-Monte Rosa (1N), Geneva-D'Auteuil (2N), Lucerne-Balances Bellevue, Monopol-Metropole (1N).
Features: Continental breakfast and dinner daily except continental breakfast only in Vienna, Geneva and Munich, escorted throughout, motorcoach sightseeing, baggage handling, hotel service charges and taxes.

Great Britain/ITCs

New York Departures

JFK **ADVENTURE HOLIDAYS INT'L-13 (10-15%)**
14N $669-739 TW 707
Sun. (weekly) 6/12 thru 9/11/77
To/Hotels: London-Metropole (7N), Harrowgate-Crown (1N), Edinburgh-Esso, Royal Scott (2N), Lake District-Various (1N), Chester-Mercury (1N), Stratford-Hilton (2N).
Features: Continental breakfast daily, escorted motorcoach sightseeing except local host in London, baggage handling, hotel taxes and service charges.

JFK **TRAVELLERS AIR SER.-2 (10-12%)**
14N $549-649 TW 707
Mon. (weekly) 5/2 thru 9/19/77
To/Hotels: London-St. Ermins, Royal National (12N), Bristol-Holiday Inn (1N), Stratford-Alveston Manor (1N).
Features: Continental breakfast daily, dinners in Bristol and Stratford, 3 London theater tickets, escorted motorcoach countryside sightseeing, discounts, memberships, baggage handling, hotel service charges and taxes.

JFK **TRAVELLERS AIR SER.-11 (10-12%)**
14N $798-895 TW 707
Fri. (weekly) 6/4 thru 9/23/77
To: Great Britain, Ireland.
Hotels: London-Charing Cross (3N), Bristol-Holiday Inn, Esso (1N), Stratford-Alveston Manor (1N), Harrogate-Old Swan (1N), Edinburgh-Royal Scott, North British (2N), Chester-Abbots Well (1N), Dublin-Royal Dublin (2N), Cork-Imperial Metropole (1N), Killarney-Torc Gt. Southern (1N), Limerick-Limerick Inn (1N).
Features: Full breakfast and dinner daily except continental breakfast only in London and Edinburgh, Irish breakfast only in Dublin, escorted motorcoach sightseeing, 1 theater ticket, ferry Wales/Ireland, baggage handling, hotel service charges and taxes.

JFK **TRAVELLERS AIR SER.-12 (10-12%)**
14N $798-895 TW 707
5/20, 6/10, 7/1, 7/22, 8/12, 9/2, 9/23
To: Great Britain, Ireland.
Hotels: Limerick-Limerick Inn (1N), Killarney-Torc Gt. Southern (1N), Cork-Imperial, Metropole (1N), Dublin-Royal Dublin (2N), Chester-Abbots Well (1N), Edinburgh-Royal Scott, North British (2N), Harrogate-Old Swan (1N), Stratford-Alveston Manor (1N), Bristol-Holiday Inn, Esso (1N), London-Charing Cross (3N).
Features: Full breakfast and dinner daily except continental breakfast only in London and Edinburgh. Irish breakfast only in Dublin, escorted motorcoach sightseeing, 1 theater ticket, ferry Ireland/Wales, baggage handling, hotel service charges and taxes.

JFK **TRAVELLERS AIR SER.-13 (10-12%)**
14N $729-849 TW 707
Thurs. (weekly) 5/5 thru 9/8/77
To/Hotels: London-Tara (4N), Bristol-Holiday Inn, Dragonara (1N), Stratford-Swan's Nest (2N), Chester-Abbots Well (1N), Windermere-Hydro (1N), Edinburgh-Royal Scott, Caledonian (3N), York-Royal Station (1N), Cambridge-University Arms, Gonville (1N).
Features: Full breakfast and dinner daily except continental breakfast only in London and full breakfast only in Edinburgh, escorted motorcoach sightseeing, 1 theater ticket, memberships, discounts, baggage handling, hotel service charges and taxes.

JFK **TRAVELLERS AIR SER.-13 (10-12%)**
14N $729-849 TW 707
Thurs. (weekly) 5/5 thru 9/8/77
To/Hotels: London-Tara (4N), Bristol-Holiday Inn, Dragonara (1N), Stratford-Swan's Nest (2N), Chester-Abbots Well (1N), Windermere-Hydro (1N), Edinburgh-Royal Scott, Caledonian (3N), York-Royal Station (1N), Cambridge-University Arms,

Greece/ITCs

New York Departures

JFK **HOMERIC TOURS-1 (10-12 1/2%)**
14N $849-969 TW 707
5/24, 5/31, 6/7, 6/14, 6/21, 7/5, 7/12, 7/19, 7/26, 8/2, 8/9, 8/16, 8/30, 9/6, 9/13, 9/20, 10/4, 10/18
To/Hotels: Athens-Esperia Palace (11N), Galaxy cruise (3N).
Features: Continental breakfast plus one other meal in Athens daily, three meals daily on cruise, city tour of Athens, transfers, taxes, porterage, gratuities, optional tours.

JFK **TOURLITE INT'L-1 (10%)**
14N $699-779 TW 707
4/3, 4/17, 5/1, 5/15, 6/12
To/Hotels: Athens-Athinais, Park (7N); Argolis (1N), Delphi (1N), Olympia (1N); Porto Heli-PLM Hotel (4N).
Features: Continental breakfast, lunch or dinner daily, Athens city tour, Cape Sounion tour, hydrofoil Porto Heli/Athens, transfers, service charges.

Greece/ITCs (Cont.)

JFK **TOURLITE INT'L-1 (10%)**
14N $779-839 TW 707
Sun. (weekly) 6/26 thru 10/23/77
(see JFK tour description above)

JFK **TOURLITE INT'L-2 (10%)**
14N $829-859 TW 707
4/3, 4/17, 5/1, 5/15, 5/29, 6/12
To/Hotels: Athens-Athinais, Park (7N); MTS Atlantis Islands Cruise (3N); Porto Heli-PLM Hotel (4N).
Features: Continental breakfast, lunch or dinner daily; three day cruise to Delos, Mykonos, Rhodes, Heraklion, Santorini; tour of Athens and Cape Sounion; hydrofoil Porto Heli/Athens; transfers; taxes and service charges.

JFK **TOURLITE INT'L-2 (10%)**
14N $869-919 TW 707
Sun. (weekly) 6/26 thru 10/23/77
(see JFK tour description above)

JFK **TOURLITE INT'L-3 (10%)**
14N $879-909 TW 707
4/3, 4/17, 5/1, 5/15, 6/12
To/Hotels: Athens-Athinais, Park (7N)(7N); Atlantis island cruise (4N); Porto Heli-PLM Hotel (3N).
Features: Continental breakfast, lunch or dinner daily; four day cruise to Mykonos, Ephesus, Patmos, Rhodes, Heraklion, Santorini; Athens city tour and Cape Sounion tour; hydrofoil Porto Heli/Athens; transfers; taxes and service charges.

JFK **TOURLITE INT'L-3 (10%)**
14N $919-969 TW 707
Sun. (weekly) 6/26 thru 10/23/77
(see JFK tour description above)

JFK **TOURLITE INT'L-4 (10%)**
14N $929-959 TW 707
4/3, 4/17, 5/1, 5/15, 5/29, 6/12
To/Hotels: Athens-Athinais, Park (7N), Stella Solaris island cruise (7N).
Features: Continental breakfast, lunch or dinner daily; seven day cruise to Heraklion, Santorini, Rhodes, Ephesus, Istanbul, Delos, Mykonos; Athens city tour; Cape Sounion tour; transfers; taxes and service charges.

JFK **TOURLITE INT'L-4 (10%)**
14N $969-1019 TW 707
Sun. (weekly) 6/26 thru 10/23/77
(see JFK tour description above)

JFK **TRAVELLERS AIR SER.-18 (10%)**
14N $948-998 TWA 707
5/5, 5/19, 6/23, 7/21, 8/18, 9/8, 9/29
To: Italy, Greece, GreeK Islands cruise.
Hotels: Rome-Midas Palace (2N), Ionian Sea steamer (1N), Pyrgos-Miramare Beach (1N), Delphi-Amalia (1N), Athens-Esperia Palace (2N), Epirotiki ship (3N), Brindisi ferry (1N), Taranto-Delfino (1N), Sorrento-Cesare Augusto (2N).
Features: All meals while cruising, continental breakfast and dinner daily except continental breakfast only in Rome and Athens, 3-day cruise, 2 overnight ferries with pullman berths, tour director on land, motorcoach sightseeing, baggage handling, hotel service charges and taxes.

Ireland/ITCs

New York Departures

JFK **TRAVELLERS AIR SER.-11 (10-12%)**
14N $798-895 TW 707
Fri. (weekly) 6/4 thru 9/23/77
To: Ireland, Great Britain.
Hotels: London-Charing Cross (3N), Bristol-Holiday Inn, Esso (1N), Stratford-Alveston Manor (1N), Harrogate-Old Swan (1N), Edinburgh-Royal Scott, North British (2N), Chester-Abbots Well (1N), Dublin-Royal Dublin (2N), Cork-Imperial, Metropole (1N), Killarney-Torc Gt. Southern (1N), Limerick-Limerick Inn (1N).
Features: Full breakfast and dinner daily except continental breakfast only in London and Edinburgh, Irish breakfast only in Dublin, escorted motorcoach sightseeing, 1 theater ticket, ferry Wales/Ireland, baggage handling, hotel service charges and taxes.

JFK **TRAVELLERS AIR SER.-14 (10-12%)**
14N $728-839 TW 707
Fri. (weekly) 5/20 thru 9/23/77
To/Hotels: Limerick-Limerick Inn (2N), Killarney-Gt. Southern, Aghadoe Heights (2N), Cork-Jury's (1N), Waterford-Ardree (1N), Dublin-Royal Dublin (4N), Donegal-Highland Central (2N), Galway-Corrib Gt. Southern (2N).
Features: Full Irish breakfast and dinner daily except Irish breakfast only in Dublin, escorted throughout, motorcoach sightseeing, 1 theater ticket, baggage handling, hotel service charges and taxes.

Italy/ITCs

New York Departures

JFK **TRAVELLERS AIR SER.-6 (10-12%)**
14N $679-749 TW 707
5/12, 5/26, 6/9, 6/16, 6/30, 7/7, 7/14, 7/28, 8/4, 8/11, 8/25, 9/1, 9/15, 9/22
To/Hotels: Florence-Croce di Malta (2N), Venice-Carlton Executive (2N), Milan-Leonardo da Vinci (1N), Rome-Midas Palace (9N).
Features: Continental breakfast daily, dinners except in Rome, escorted motorcoach sightseeing, discounts, baggage handling, hotel service charges and taxes.

JFK **TRAVELLERS AIR SER.-7 (10-12%)**
14N $679-749 TW 707
5/5, 5/19, 6/2, 6/23, 7/21, 8/18, 9/8, 9/29
To/Hotels: Rome-Midas Palace (7N), Florence-Croce di Malta (2N), Capri-Europa Palace (3N), Rome-Midas Palace (2N).
Features: Continental breakfast daily, dinners except in Rome, escorted motorcoach sightseeing locally, Naples/Capri/Sorrento ferry, baggage handling, discounts, hotel service charges and taxes.

JFK **TRAVELLERS AIR SER.-15 (10-12%)**
14N $798-898 TW 707
5/12, 5/26, 6/2, 6/9, 6/16, 6/30, 7/7, 7/14, 7/28, 8/4, 8/11, 8/25, 9/1, 9/15, 9/22
To/Hotels: Rome-Midas Palace (3N), Sorrento-Cesare Augusto, Michelangelo (2N), Florence-Croce di Malta (2N), Venice-Carlton Executive (2N), Stresa-Bristol (2N), La Spezia-Jolly (1N), Rome-Midas Palace (2N).
Features: Continental breakfast and dinner daily except continental breakfast only in Rome, escorted throughout, motorcoach sightseeing, 1-day cruise on lakes Maggiore, Lugano and Como, baggage handling, hotel service charges and taxes.

JFK **TRAVELLERS AIR SER.-18 (10%)**
14N $948-998 TWA 707
5/5, 5/19, 6/23, 7/21, 8/18, 9/8, 9/29
To: Italy, Greece, Greek Islands cruise.
Hotels: Rome-Midas Palace (2N), Ionian Sea steamer (1N), Pyrgos-Miramare Beach (1N), Delphi-Amalia (1N), Athens-Esperia Palace (2N), Epirotiki ship (3N), Brindisi ferry (1N), Taranto-Delfino (1N), Sorrento-Cesare Augusto (2N).
Features: All meals while cruising, continental breakfast and dinner daily except continental breakfast only in Rome and Athens, 3-day cruise, 2 overnight ferries with pullman berths, tr director on land, motorcoach sightseeing, baggage handling, hotel service charges and taxes.

Spain/ITCs

New York Departures

JFK **TRAVELLERS AIR SER.-5 (10-12%)**
14N $498-598 TW 707
5/1, 5/29, 6/26, 7/24, 8/21, 9/18
To/Hotels: Torremolinos-Aloha Puerto (7N), Seville-Macarena (2N), Madrid-Florida Norte (5N).
Features: Continental breakfast daily, dinners in Seville, escorted motorcoach mini-tour sightseeing, discounts, baggage handling, hotel service charges and taxes.

JFK **TRAVELLERS AIR SER.-10 (10-12%)**
14N $528-598 TW 707
5/15, 6/12, 7/10, 8/7, 9/4
To/Hotels: Madrid-Florida Norte (5N), Serille-Macarena (2N), Torremolinos-Aloha Puerto (7N).
Features: Continental breakfast daily, dinners in Seville, escorted motorcoach mini-tour sightseeing, discounts, baggage handling, hotel service charges and taxes.

JFK **TRAVELLERS AIR SER.-16 (10-12%)**
14N $698-769 TW 707
5/1, 5/29, 6/26, 7/24, 8/21, 9/18
To: Spain, Portugal, Morocco.
Hotels: Torremolinos-Alpha Puerto (4N), Tangier-Solazur (2N), Seville-Macarena (2N), Lisbon-Altis (2N), Viseu-Grao Vasco (1N), Madrid-Florida Norte (3N).
Features: Continental breakfast and dinner daily except continental breakfast only in Madrid, Torremolinos and Lisbon, hostess on Costa del Sol, escorted motorcoach sightseeing, Spain/Morocco ferry, baggage handling, hotel service charges and taxes.

A 49
Casey Aff., Ex. 1

Spain/ITCs (Cont.)

JFK **TRAVELLERS AIR SER.-17 (10-12%)**
14N $729-769 TW 707
5/15, 6/12, 7/10, 8/7, 9/4
To: Spain, Portugal, Morocco.
Hotels: Madrid-Florida Norte (3N), Viseu-Grao Vasco (1N), Lisbon-Altis (2N), Seville-Macarena (2N), Tangier-Solazur (2N), Torremolinos-Alpha Puerto (4N).
Features: Continental breakfast and dinner daily except continental breakfast only in Madrid, Torremolinos and Lisbon, hostess on Costa del Sol, escorted motorcoach sightseeing, Morocco/Spain ferry, baggage handling, hotel service charges and taxes.

California/ITCs

New York Departures

JFK **ADVENTURE HOLIDAYS INT'L-6 (10-15%)**
14N $599-619 TW 707
Sun. (weekly) 6/12 thru 8/28/77
To/Hotels: San Francisco-Sutter, Sheraton (5N), San Luis Obispo-Hilton (1N), Monterey-Del Monte Hyatt (1N), Yosemite-Lodge (2N), Los Angeles-Hollywood Roosevelt, Sheraton West (5N).
Features: Deluxe escorted tour via Loungecruiser for five days (max. 20 passengers per coach) with optional MAP at $65, ½-day sightseeing SFO and LAX; itineraries in both directions (see Sec. I LAX & SFO).

JFK **CALIFORNIA HOLIDAYS-2 (10-15%)**
15N $699 TW 707
Fri. (weekly) 6/24 thru 9/23/77
To: Los Angeles, Santa Maria, Carmel, San Francisco, South Lake Tahoe, Yosemite.
Hotels: Los Angeles-Holiday Inn Hollywood (4N), Santa Maria-Vandenberg Inn (1N), Carmel-Holiday Inn (1N), San Francisco-Hilton (5N), South Lake Tahoe-Waystation (2N), Yosemite-Yosemite Lodge (2N).
Features: Sightseeing, tour escort, transportation between cities via motorcoach.

JFK **DISCOUNT TRAVEL-1 (10%)**
13N $399 TW 707
Wed. (weekly) 6/29 thru 8/24/77
To/Hotels: San Francisco-King George, Bellevue, Stewart, Saint Francis (3N); Yosemite-Curry Village (1N); Monterey-Carmel Valley, San Carlos, Slumber Inn, TraveLodge (1N); Santa Maria-Turtle Inn, Howard Johnson's, Nightcap, Vandenberg Inn, Holiday Inn (1N); Los Angeles-Figueroa, Hollywood Premiere, Mayflower, Hilton (4N); Las Vegas-Klondike, Silverbird Motel, Tropicana (3N).
Features: Motorcoach between cities, 4-day escorted California coastal tour by motorcoach, transfers, baggage handling, taxes, gratuities.

JFK **DISCOUNT TRAVEL-2 (10%)**
13N $399 TW 707
Wed. (weekly) 6/29 thru 8/24/77
To/Hotels: San Francisco-King George, Bellevue, Stewart, Saint Francis (4N); Yosemite-Curry Village (1N); Monterey-Carmel Valley, San Carlos, Slumber Inn, TraveLodge (1N); Santa Barbara-Motel Six, Holiday Inn (1N); Los Angeles-Figueroa, Hollywood Premiere, Mayflower, Hilton (4N); Las Vegas-Klondike, Silverbird Motel, Tropicana (2N).
Features: Motorcoach between cities, 4-day escorted motorcoach tour of California coast, transfers, baggage handling, taxes, gratuities.

JFK **DISCOUNT TRAVEL-3 (10%)**
15N $419 TW 707
Tues. (weekly) 6/28 thru 8/23/77
To/Hotels: Las Vegas-Klondike, Silverbird Motel, Tropicana (4N); Los Angeles-Figueroa, Hollywood Premiere, Mayflower, Hilton (4N); Santa Maria-Turtle Inn, Vandenberg, Howard Johnson's, Nightcap, Holiday Inn (1N); Monterey-Carmel Valley, San Carlos, Slumber Inn, TraveLodge (1N); Yosemite-Curry Village (1N); San Francisco-King George, Bellevue, Stewart, Saint Francis (4N).
Features: Motorcoach between cities, 4-day escorted motorcoach tour of California coast, transfers, baggage handling, taxes, gratuities.

JFK **DISCOUNT TRAVEL-4 (10%)**
15N $419 TW 707
Tues. (weekly) 6/28 thru 8/23/77
To/Hotels: Las Vegas-Klondike, Silverbird, Tropicana (3N); Los Angeles-Figueroa, Hollywood Premiere, Mayflower, Hilton (4N); Santa Maria-Turtle Inn, Howard Johnson's Nightcap, Vandenberg Inn, Holiday Inn (1N); Monterey-Carmel Valley, San Carlos, Slumber Inn, TraveLodge (1N); Yosemite-Curry Village (1N); San Francisco-King George, Bellevue, Stewart, Saint Francis (5N).
Features: Motorcoach between cities, 4-day escorted motorcoach tour of California coast, transfers, baggage handling, taxes, gratuities.

Eastern Time Zone Cities

BOS **COLUMBUS TOURS-1 (10%)**
7N $419 TW 707
6/25, 7/9, 7/23, 8/6
Sat. (weekly) 6/25 thru 8/27/77
To/Hotels: San Francisco-Holiday Inn (3N), Santa Maria-Vandenberg Inn (1N), Los Angeles (Buena Park)—Convention Center Hotel (3N).
Features: Admission to Disneyland, motorcoach sightseeing tour between Los Angeles and San Francisco, optional sightseeing, transfers, baggage handling, taxes, gratuities.

BOS **PLAZA TOURS-12 (10%)**
7N $415 TW 707
6/25, 7/9, 7/23, 8/6, 8/20
To/Hotels: San Francisco-Sir Francis Drake (3N); Santa Maria-Vandenberg Inn (1N); Disneyland/Costa Mesa-South Coast Plaza (3N).
Features: Two-day Pacific Coast Tour, admission to Disneyland with 11 attractions, tour escort, tour guides, transfers, luggage handling, taxes, service charges.

BOS **PLAZA TOURS-14 (10%)**
7N $415 TW 707
7/2, 7/16, 7/30, 8/13, 8/27
To/Hotels: Disneyland/Costa Mesa-South Coast Plaza (3N), Santa Maria-Vandenberg Inn (1N), San Francisco-Sir Francis Drake (3N).
Features: Two-day Pacific Coast tour, admission to Disneyland with 11 attractions, tour escort, local guides, baggage handling, taxes, service charges.

West Coast/ITCs

New York Departures

JFK **ADVENTURE HOLIDAYS INT'L-5 (10-15%)**
14N $999 TW 707
7/8, 7/22, 8/5, 8/19, 9/2
To/Hotels: San Francisco-Sir Francis Drake (1N), Crescent City-Pacific Motor Hotel (1N), Portland-Hilton (2N), Victoria-Executive House (2N), Vancouver-Four Seasons (2N), Seattle-Olympic (1N), Bend-Lion Motel (1N), Klamath Falls-Motatore's Motel (1N), Reno-Holiday Inn (1N), SFO-Sir Francis Drake (2N).
Features: Fully escorted except local host in San Francisco, motorcoach sightseeing, baggage handling, hotel taxes and service charges.

JFK **ADVENTURE HOLIDAYS INT'L-12 (10-15%)**
14N $499-519 TW 707
7/1, 7/15, 7/29, 8/12, 8/26
To/Hotels: Los Angeles-Hollywood Roosevelt, Sheraton West (5N); San Francisco-Sutter, Sheraton (5N); Las Vegas-Stardust, Riviera (4N).
Features: Scheduled air between cities, ½-day LAX/SFO sightseeing.

A 50
Casey Aff., Ex. 1

Aruba

ARTHUR FROMMER-1 (OTC) (7N) JFK, BDL, BOS, IAG, PHL
To/Hotels: Talk of the Town, Manchebo Beach.
Features: Roundtrip LM air Curacao/Aruba, 2-hour Curacao sightseeing, hospitality desk, optional meals.

Bonaire

ARTHUR FROMMER-2 (OTC) (7N) JFK, BDL, BOS, IAG, PHL
To/Hotels: Hotel Bonaire.
Features: Roundtrip LM air Curacao/Bonaire, 2-hour Curacao sightseeing, hospitality desk, optional meals.

Great Britain

ADVENTURE HOLIDAYS INT'L-15 (OTC) (7N) JFK
To/Hotels: London-Esso (in Wembley), Park Plaza, Metropole.
Features: Continental breakfast daily, ½-day London sightseeing, local host, meal discounts, memberships.

Guadeloupe

AMERICAN EXPRESS-1 (OTC) (7N) JFK, BOS, PHL
To/Hotels: Caraibe Copatel.
Features: American breakfast and dinner daily, welcome cocktail, use of all hotel sports facilities, local host.

Mexico

CLUB MEDITERRANEE-5 (OTC) (7N) JFK, BOS, OHL
To/Hotels: Club Mediterranee Cancun village.
Features: Three meals daily w/unlimited wine at lunch and dinner, all sports facilities at club, Club Med. membership, entertainment.

Spain

PLAZA TRAVEL-8 (OTC) BOS
To/Hotels: Torremolinos-Melia Costa Del Sol.
Features: Continental breakfast and dinner daily, sightseeing, tour escort.

California

ADVENTURE HOLIDAYS INT'L-7 (OTC) (14N) JFK
To/Hotels: Los Angeles-Hollywood Roosevelt, Sheraton West (7N), San Francisco-Sutter, Sheraton (7N).
Features: Scheduled air between cities, ½-day sightseeing each city.

ADVENTURE HOLIDAYS INT'L-8 (OTC) (7N) JFK
To/Hotels: Los Angeles-Hollywood Roosevelt, Sheraton West.

ADVENTURE HOLIDAYS INT'L-9 (OTC) (7N) JFK
To/Hotels: San Francisco-Sutter, Sheraton.

ADVENTURE HOLIDAYS INT'L-10 (OTC) (7N) JFK
To/Hotels: Los Angeles-Hollywood Roosevelt, Sheraton West (3N); San Francisco-Sutter, Sheraton (4N).
Features: Scheduled air between cities, ½-day San Francisco sightseeing.

Denver

ELLIOTT TOURS-1 (OTC) (7N-Aspen) DTW
To/Hotels: Pomegranite, Plumtree, Alpina Haus in Aspen.
Features: Tour Escort, hospitality desk, optional ski lift tickets, motorcoach Denver/Aspen.

ELLIOTT TOURS-2 (OTC) (7N-Snowmass) DTW
To/Hotels: Inns at Snowmass.
Features: Tour Escort, hospitality desk, motorcoach Denver/Snowmass, optional ski lift tickets.

ELLIOTT TOURS-3 (OTC) (7N-Vail) DTW
To/Hotels: Hilton in Vail.
Features: Tour Escort, hospitality desk, motorcoach Denver/Vail, optional ski lift tickets.

Honolulu

UNITOURS-1 (OTC) (7N) LAX
To/Hotels: Hawaii Dynasty, Ala Moana.

Las Vegas

ADVENTURE HOLIDAYS INT'L-11 (OTC) (7N) JFK
To/Hotels: San Francisco-Sutter, Sheraton (4N); Las Vegas-Stardust, Riviera (3N).
Features: Scheduled air between cities, ½-day Francisco sightseeing.

CAREFREE TRAVEL-6 (OTC) (3N) EWR, JFK, PHL
To/Hotels: Las Vegas-Nevada, Stardust, Tropicana, Flamingo, Riviera, Aladdin, Hilton, Caesar's Palace.
Features: Hospitality desk, meal and show options.

CAREFREE TRAVEL-7 (OTC) (4N) EWR, PHL, JFK
To/Hotels: Las Vegas-Nevada, Stardust, Tropicana, Flamingo, Riviera, Aladdin, Hilton, Caesar's Palace.
Features: Hospitality desk, meal and show options.

DAVID TRAVELS-6 (OTC) (3N) JFK,EWR,PHL
To/Hotels: Las Vegas-Nevada, Stardust, Tropicana, Flamingo, Riviera, Aladdin, Hilton, Caesar's Palace.
Features: Hospitality desk, meal and show options.

DAVID TRAVELS-7 (OTC) (4N), JFK,EWR,PHL.
To/Hotels: Las Vegas-Nevada, Stardust, Tropicana, Flamingo, Riviera, Aladdin, Hilton, Caesar's Palace.
Features: Hospitality desk, meal and show options.

MILLER TOURS-1 (OTC) (3N) ORD, MKE
To/Hotels: Las Vegas-Westward Ho, Stardust, Tropicana, Circus Circus, Riviera, MGM Grand.
Features: Six bingo cards.

MILLER TOURS-2 (OTC) (4N) ORD, MKE
To/Hotels: Las Vegas-Westward Ho, Stardust, Tropicana, Circus Circus, Riviera, MGM Grand.
Features: Six bingo cards.

TRAVEL COMMITTEE-1 (OTC) (3N) BAL
To/Hotels: Las Vegas-MGM Grand Hotel
Features: Tour escort, fun book, optional meals and sightseeing.

TRAVEL COMMITTEE-2 (OTC) (4N) BAL
To/Hotels: Las Vegas-MGM Grand Hotel
Features: Tour escort, fun book, optional meals and sightseeing.

San Francisco

ADVENTURE HOLIDAYS INT'L-11 (OTC) (7N) JFK
To/Hotels: San Francisco-Sutter, Sheraton (4N); Las Vegas-Stardust, Riviera (3N).
Features: Scheduled air between cities, ½-day San Francisco sightseeing.

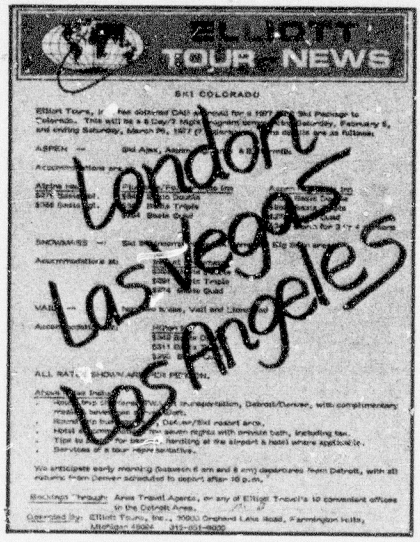
A 51
Casey Aff., Ex. 1

erienced Charter Series Operators:

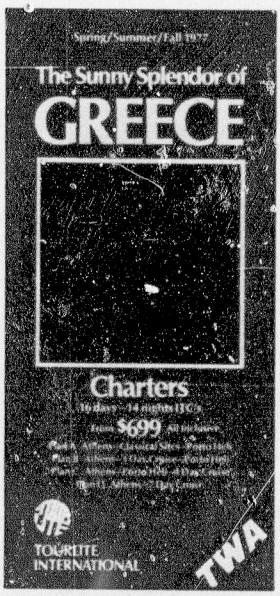
Use postage-free card at front of this guide to order sales aids from participating operators

Travellers Air Services
TWA Charter Destinations: Great Britain, France, Ireland, Italy, Spain, Switzerland, plus motorcoach tours throughout Europe.
530 Fifth Ave.
New York, N.Y. 10036
(212) 730-1690
(800) 442-8118, 442-8119

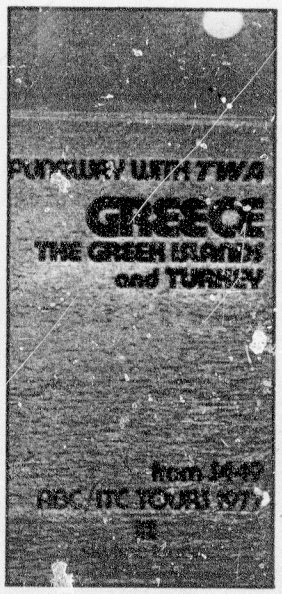
Adventure Holidays
TWA Charter Destinations: California, Las Vegas, Great Britain, plus land tours to France, the Netherlands, and Scotland.
337 Merrick Road
Lynbrook, N.Y.
(212) 343-2714
(516) 593-2202
(800) 645-4178



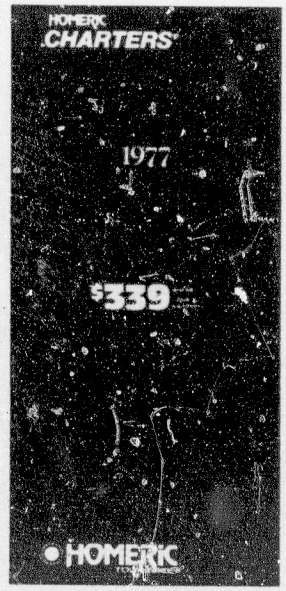
Elliott Tours
TWA Charter Destinations: Great Britain, Denver, Las Vegas, Los Angeles.
30000 Orchard Lake Road
Farmington Hills, Michigan 48024
(313) 851-3000
(800) 521-0506



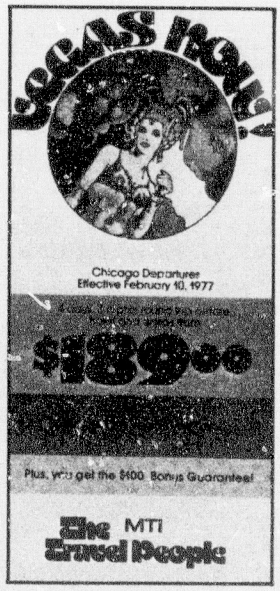
Tourlite International
TWA Charter Destination: Greece
516 Fifth Ave.
New York, N.Y. 10036
(212) 972-9470
(800) 223-7605



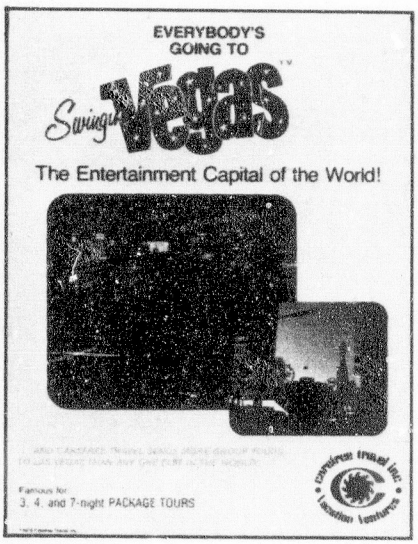
Skyline Tours
TWA Charter Destination: Greece
574 Fifth Ave.
New York, N.Y. 10036
(212) 575-0400
(800) 223-5470



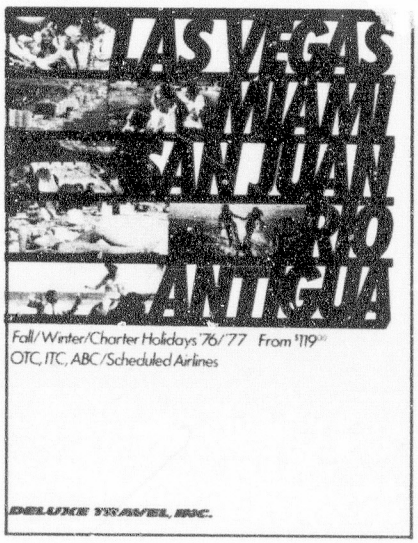
Homeric Tours
TWA Charter Destination: Greece
300 West 40th St.
New York, N.Y. 10018
(212) 239-4100
(800) 223-5570



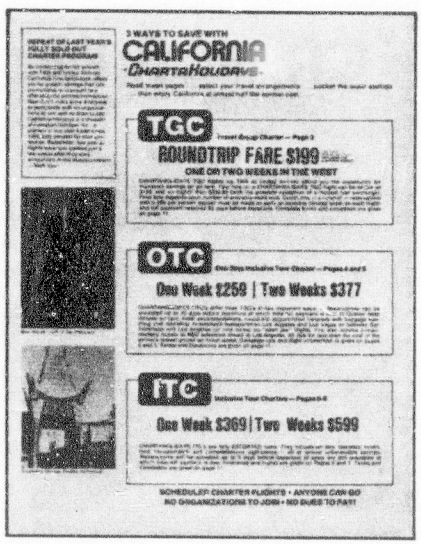
Miller Tours
TWA Charter Destination:
Las Vegas
1100 Jorie Boulevard
Oak Brook, Ill. 60521
(312) 887-8890
(800) 323-9050



Carefree Travel
TWA Charter Destination: Las Vegas
49 West 57th St.
New York, N.Y. 10019
(212) 826-8100
(800) 223-9720

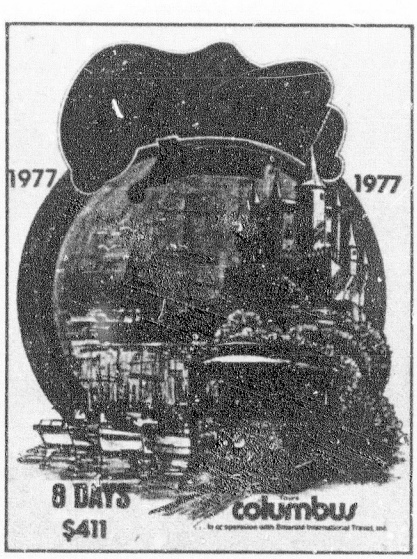


Deluxe Travel
TWA Charter Destinations: Las Vegas, Miami
307 Fifth Ave.
New York, N.Y. 10016
(212) 686-3999
(800) 223-6090

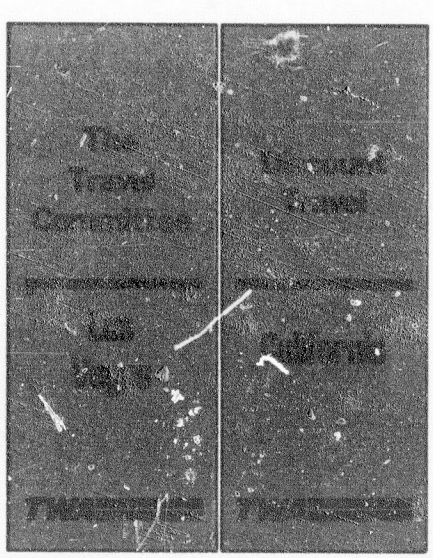


California Holidays
TWA Charter Destination: California
711 Third Ave.
New York, N.Y. 10017
(212) 687-7400
(800) 221-2510, 221-2216

American Express
TWA Charter Destination: Mexico
American Express Plaza
New York, N.Y. 10004
(212) 480-2000
(800) 241-1700



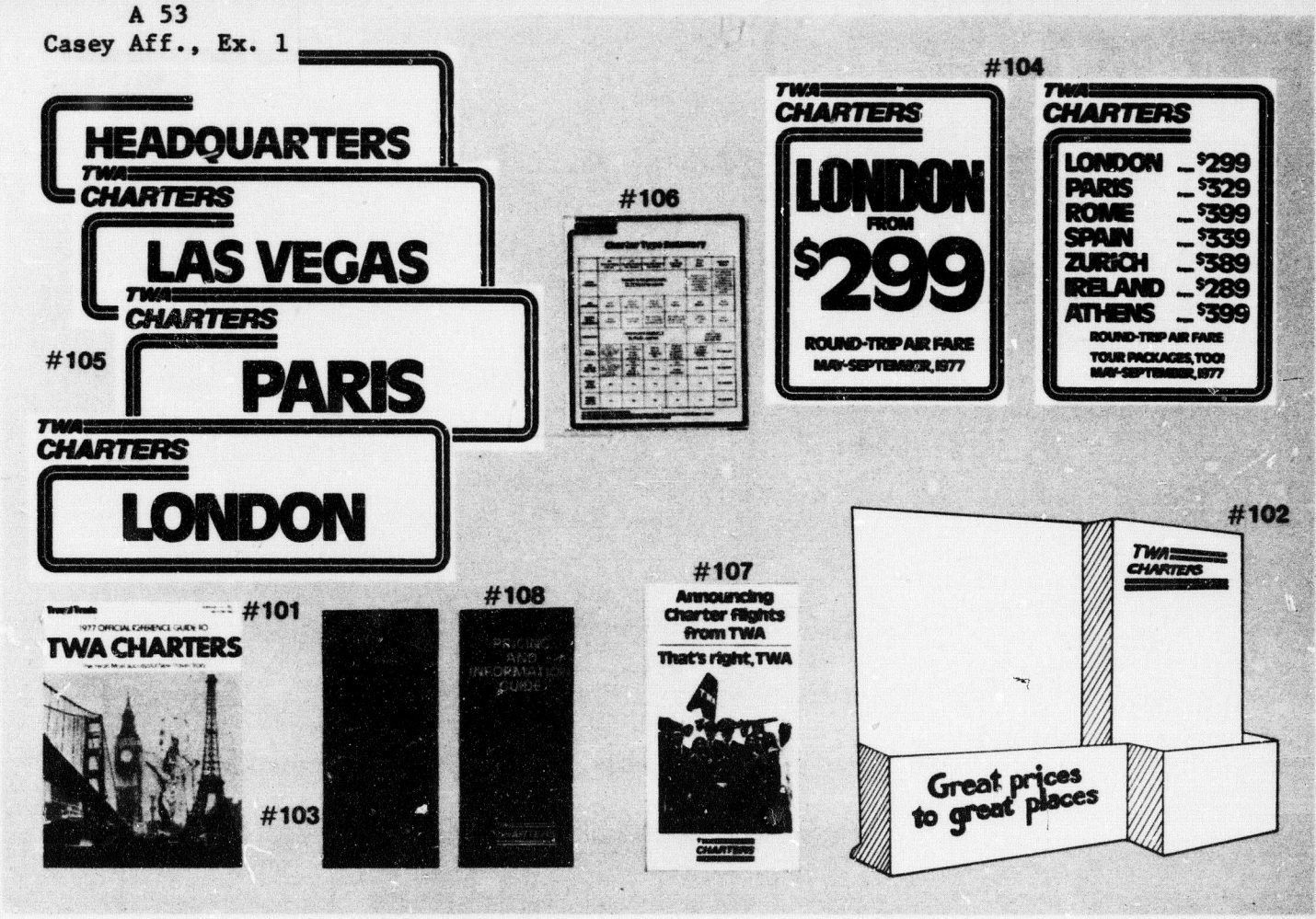
Columbus Tours
TWA Charter Destination: California
15 Stoughton St.
Dorchester, Mass. 02125
(617) 288-3040



Travel Committee
TWA Charter Destination: Las Vegas
1426 Reisterstown Road
Baltimore, Md. 21208
(301) 484-3366

Discount Travel
TWA Charter Destinations: California, Las Vegas
342 Madison Ave.
New York, N.Y.
(212) 697-1133

A 53
Casey Aff., Ex. 1



TWA CHARTER SALES AIDS

. . . YOURS FOR THE ASKING!

Trans World Airlines has developed a wide range of materials to help you promote charter sales. They're shown here and are available without charge. To request copies of these effective sales tools, simply order by number, using the attached postage-paid reply card, or contact your TWA sales representative.

#101—TWA Charter Reference Guide. An airline industry first, listing 1977 TWA charter flight series.

#102—Brochure Rack. Laminated cardboard, desk or wall mounting; displays rack and full-size TWA charter operator brochures.

#103—"The Whole Charter Story by TWA." Written for the general public; clarifies charter regulations and answers basic charter questions. Singled out in 1976 for favorable comment by the Civil Aeronautics Board's consumer advocate.

#104—Europe Price Posters. London and European destinations, in two colors, based on New York and Chicago departures.

#105—Window Banners. In two colors, 10 × 25 inches, available in: "Headquarters," "London," "Paris," and "Las Vegas."

#106—Charter Type Summary. In two colors, 8½ × 11 inches, summarizes charter regulations by type (ABC, OTC, ITC, etc.) and outlines ABC filing procedures on reverse side.

#107—Counter Cards. In four colors, 4 × 8 inches desk sized.

#108—Pricing & Information Guide. Contains transatlantic and domestic price quotations for over 700 city pairs, plus TWA charter cancellation provisions and CAB filing procedures.

USE ATTACHED POSTAGE-PAID CARD TO REQUEST FREE COPIES OF THESE SALES AIDS—OR CALL YOUR TWA SALES REPRESENTATIVE

A 54
Casey Aff., Ex. 1

ADVENTURE HOLIDAYS

London Adventures

TWA

2 & 3 WEEK ABC FLIGHTS
SUNDAYS via TWA 707 JET

From $299

One-Two—Three Week OTC & ITC TOURS

Including Roundtrip Charter Flights
** Hotels * Transfers **
** Sightseeing & More **

One Week London OTC via TWA $419—$519
Two Week ITC London and the British Countryside via TWA $699—$739
Two Week ITC London, Paris & Amsterdam via TWA $599—$759

WESTWARD HO!

WEEKLY TWA CHARTER FLIGHTS FROM NEW YORK CITY TO THE WEST COAST
TWO & THREE WEEK ABC'S From **$199**

1, 2, & 3 WEEK PACKAGE TOURS

ALL ON WEEK-END DEPARTURES VIA TWA

Adventure Holidays International Ltd.

ADVENTURE HOLIDAYS INTERNATIONAL LTD.

Wholesale Tour Operators
337 Merrick Road/Lynbrook, N.Y. 11563
(212) 343-2714 (516) 593-2202 (800) 645-4178

TWA CHARTERS

Charter Type Summary

	††ABC (Advance Booking Charters)	OTC (One-Stop Inclusive Tour Charters)	ITC (Three-Stop Inclusive Tour Charters)	TGC (Travel Group Charters)	Affinity Group Charters	Single Entity Charters
ELIGIBLE PURCHASERS	Available to the general public No affinity group required				Available only to bona-fide members of the chartering organization and immediate family members	One entity pays for entire charter. Passengers to be carried gratis. If passengers pay a portion of air fare C.A.B. approval required.
LAND ARRANGEMENTS	None Required	Hotels & Transfers Min. $15/night	Hotels & Transfers at each of 3 stops	None Required	None Required	None Required
PACKAGE PRICING REQUIREMENTS	None Required	Price as filed with CAB	Must be at least 110% of available scheduled air fare	Minimum price may be increased a max. of 20%	Actual Pro-rated costs	None Required
COMMISSIONS	Commissions established by charter organizer				5% Paid by Carrier to ATC and IATA approved agents	
ADVANCE PURCHASE	*45 Days— U.K., France, Italy, Ger., Switz., Ireland, Belgium, Finland, Netherlands †30 Days— (All other destinations)	15 days (North America) 30 days (All other destinations)	May be sold up to departure date	†Organizer must have full payment 60 days prior to departure	As stated in Chartering Organization's Trip Plan	Not applicable
TRIP DURATION (MIN. STAY)	7 Days— U.K., France, Italy, Ger., Switz., Ireland, Belgium, Finland, Netherlands Unrestricted all other destinations	4 days (No. America) 7 days (All other destinations)	7 day min.	7 days (No. America) 10 days (other points)	Unrestricted	Not applicable
ADVANCE FILING WITH CAB	Yes	Yes	Yes	Yes	No	Not applicable
BONDING ESCROW REQUIRED	Yes	Yes	Yes	Yes	No	Not applicable

†15% MAY BOOK TO DAY OF DEPARTURE
*20% MAY BOOK UP TO DAY OF DEPARTURE (10% FROM A STAND-BY LIST AND 10% FROM GENERAL PUBLIC)
†15% MAY BOOK UP TO DAY OF DEPARTURE FROM THE GENERAL PUBLIC

††ABCs are subject to foreign government approval

PART 207—CHARTER TRIPS AND SPECIAL SERVICES *

[¶ 10,910]

Sec.

SUBPART A—GENERAL PROVISIONS

207.1 Definitions.
207.2 Applicability of part.
207.3 Scope of authorization.
207.4 Tariffs to be filed for charter trips and special services.
207.4a Written contracts with charterers.
207.5 Limitation on amount of charter trips which may be performed by combination carriers.
207.6 All-cargo carriers: limitation on amount of charter trips which may be performed.
207.7 Charter trips and other special services within the State of Alaska.
207.7a Restriction on frequency and regularity of off-route charter trips and other special services.
207.8 Notice of proposed special services.
207.9 Records and record retention.
207.10 Reports of emergency commercial charters for other direct carriers.
207.11 Charter flight limitations.
207.12 Unused space.
207.13 Terms of service.
207.14 Substitute transportation in emergencies.
207.15 Payments, gratuities and donations.
207.16 Waiver.
207.17 Protection of customers' deposits.

Sec.

SUBPART B—PROVISIONS RELATING TO PRO RATA CHARTERS

207.20 Applicability of subpart.

Requirements Relating to Air Carriers

207.21 Solicitation and formation of a chartering group.
207.22 Pretrip notification and charter contract.
207.23 Agent's commission.
207.24 Statement of Supporting Information.
207.25 Charter trips originating in the United States.
207.26 Air carrier to identify enplanements.

Requirements Relating to Travel Agents

207.30 Prohibition against double compensation.
207.31 Statement of Supporting Information.

Requirements Relating to Chartering Organization

207.40 Solicitation of charter participants.
207.41 Passengers on charter flights.
207.42 Participation of immediate families in charter flights.
207.43 Charter costs.
207.44 Statement of charges.
207.45 Passenger lists.
207.46 Application for a charter.
207.47 Statement of Supporting Information.

SUBPART C—PROVISIONS RELATING TO SINGLE ENTITY CHARTERS

207.50 Applicability of subpart.
207.51 Terms of service.
207.52 Commissions paid to travel agents.
207.53 Statement of Supporting Information.

SUBPART D—PROVISIONS RELATING TO MIXED CHARTERS

207.60 Applicable rules.
Appendix A.

AUTHORITY: The provisions of this Part 207 issued under secs. 204, 401, 403, 404(b), 407, 411, 416(b) (72 Stat. 743, 754 (as amended by 76 Stat. 143, 82 Stat. 867), 758 (as amended by 74 Stat. 445), 760, 766, 769, 771) of the Federal Aviation Act of 1958; 49 U. S. C. 1324, 1371, 1373, 1374, 1377, 1381, 1386.

SUBPART A—GENERAL PROVISIONS

[¶ 10,911]

§ 207.1 Definitions. As used in this part, unless the context otherwise requires:

"All-cargo carrier" means an air carrier holding a certificate of public convenience and necessity issued pursuant to section 401(d)(1) or (2), which authorizes the carriage of property only or property and mail only.

"Base Revenue Plane Miles" means revenue mileage operated by an air carrier in scheduled services, extra sections, and on-route charter trips or special services.

"Charter flight" means air transportation performed in accordance with § 207.11.

"Charter group" means that body of individuals who shall actually participate in the charter flight.

"Charter organization" means that organization, group, or other entity from whose members (and their immediate families) a charter group is derived.

"Charter trip" means air transportation performed in accordance with § 207.11.

"Combination carrier" means an air carrier holding a certificate of public convenience and necessity issued pursuant to section 401(d)(1) or (2) which authorizes the car-

* As issued March 16, 1951, effective May 1, 1951, 16 F. R. 2700: Reissued Sept. 18, 1964, effective Oct. 26, 1964, 29 F. R. 13246; Reissued effective May 8, 1971, 36 F. R. 7432; Reissued, effective May 23, 1973, 38 F. R. 14157.

riage of persons, property and mail or persons and property only.

"Hawaiian charter trip" means a charter trip between points within the 48 contiguous states of the United States, on the one hand, and points in the State of Hawaii, on the other hand.

"Islands of the Caribbean" means points in Jamaica, the Bahama Islands, Bermuda, Haiti, the Dominican Republic, Puerto Rico, the Virgin Islands, Trinidad and Tobago, the Cayman Islands, Aruba, the Leeward and Windward Islands, Barbados, and Curacao.

"Mixed charter" means a charter, the cost of which is borne, or pursuant to contract may be borne, partly by the charter participants and partly by the charterer.

"Off-route" shall refer to any charter which is not on-route, except (1) charters performed for the Department of Defense, and (2) charters performed in overseas or foreign air transportation on the reverse leg of a charter performed in the opposite direction under a contract with the Department of Defense calling for one-way service.

"On-route" shall refer to service performed by an air carrier between points between which said carrier is authorized to provide service pursuant to either its certificate of public convenience and necessity or exemption authority: *Provided, however,* That passenger charter trips by any all-cargo carrier are not considered to be on-route whether or not they are performed between points designated to receive service by such carrier in its certificate of public convenience and necessity, except that in the event services are performed pursuant to a contract with the Department of Defense or an agency thereof, by an all-cargo carrier between points designated to receive service by such carrier in its certificate of public convenience and necessity which (1) involves cargo transportation in one direction and passenger transportation in the other direction or (2) involves a charter trip in which passengers and cargo are carried on the same flight, the passenger charter leg or the mileage operated in such charter, as the case may be, will be considered on-route.

Note: Charter services for the Department of Defense conducted between points between which the carrier is not otherwise authorized to provide service by its certificate of public convenience and necessity or exemption authority naming such points are not regarded as "on-route."

"Point" means any airport or place where an aircraft may be landed or taken off, including the area within a 50-mile radius of such airport or place.

"Pro rata charter" means a charter, the cost of which is divided among the passengers transported.

"Single entity charter" means a charter, the cost of which is borne by the charterer and not by individual passengers, directly or indirectly.

"Special services" are all services rendered in air transportation which are authorized by section 401(e)(6) of the Act by an air carrier holding a certificate of public convenience and necessity other than (1) services rendered in air transportation over the route or routes designated in its certificate(s), (2) charter services as defined in this section, and (3) services authorized by special exemption under section 416(b) of the Act.

"Transatlantic charter trip" means a charter trip between points within the 48 contiguous States of the United States, on the one hand, and points in Greenland, Iceland, the Azores, Europe, Africa, or Asia, as far east as (and including) India, on the other hand: *Provided, however,* That this definition shall not apply to off-route charter trips performed by a carrier between a point within the 48 contiguous States of the United States, on the one hand, and a point in a country in the above area with respect to which the carrier is authorized to perform air transportation of persons and property pursuant to a certificate of public convenience and necessity issued under section 401 of the Act, on the other hand.

"Transpacific charter trip" means a charter trip between points within any State of the United States, on the one hand, and points in Australasia (including Australia, New Zealand, Polynesia, Micronesia, and Melanesia), Indonesia, or Asia as far west as longitude 70° east, on the other hand: *Provided, however,* That this definition shall not apply to off-route charter trips performed by a carrier between a point within any State of the United States, on the one hand, and a point in a country in the above area with respect to which the carrier is authorized to perform air transportation of persons and property pursuant to a certificate of public convenience and necessity issued under section 401 of the Act, on the other hand.

© 1975, Commerce Clearing House, Inc.

"Travel agent" means any person engaged in the formation of groups for transportation or in the solicitation or sale of transportation services.

[¶ 10,912]

§ 207.2 **Applicability of part.** This part shall apply to all air carriers (other than Alaskan air carriers and air carriers certificated for supplemental air service) who hold currently effective certificates of public convenience and necessity issued by the Board pursuant to section 401 of the Act.

[¶ 10,913]

§ 207.3 **Scope of authorization.** Off-route charter trips and other special services, and on-route charters, may be performed by air carriers, subject, however, to the limitations and regulations set forth in this part. The limitations and regulations herein specified as applicable to charter trips shall be applicable to all charter trips irrespective of whether the authority to conduct such trips derives from section 401(e)(6) of the Act or the carrier's certificate of public convenience and necessity or from a special or general exemption issued by the Board.

[¶ 10,914]

§ 207.4 **Tariffs to be filed for charter trips and special services.** (a) No air carrier shall perform any charter trips or other special services unless such air carrier shall have on file with the Board a currently effective tariff showing all rates, fares, and charges for such charter trips and other special services, and showing the rules, regulations, practices, and services in connection with such transportation including the eligibility requirements for charter groups not inconsistent with those established in this part.

(b) Every charter tariff shall contain the following provision: Payments for a charter flight made to any person to whom the carrier, directly or indirectly, has paid a commission or has agreed to pay a commission with respect to such flight, shall be considered payment to the carrier: *Provided, however,* That this requirement shall not be applicable to foreign-originated charters.

[¶ 10,914a]

§ 207.4a **Written contracts with charterers.** (a) Every agreement to perform a charter trip, except charters for the Department of Defense, shall be in writing and signed by an authorized representative of the air carrier and the charterer prior to operation of a charter flight: *Provided,* That where execution of a contract prior to commencement of flight is impracticable because the charter has been arranged on short notice, compliance with the provision hereof shall be effected within seven (7) days after commencement of the flight. The written agreement shall include, without limitation:

(1) Date and place of execution of the contract or agreement;

(2) Signature, printed or typed name of each signatory, and official position of each;

(3) Dates of flights and points involved;

(4) Type and capacity of aircraft: Number of passenger seats available or pounds of cargo capacity;

(5) Rates, fares, and charges applicable to the charter trip, including the charter price, live and ferry mileage charges, and layover and other nonflight charges; and

(6) The name and address of either the surety whose bond secures advance charter payments received by the carrier or of the carrier's depository bank to which checks or money orders for advance charter payments are to be made payable as escrow holder, pending completion of the charter trip.

(7) A statement that unless the charterer files a claim with the carrier, or, if he is unavailable, with the surety, within sixty (60) days after the cancellation of a charter trip with respect to which the charterer's advance payments are secured by the bond, the surety shall be released from all liability under the bond to such charterer for such charter trip (see § 207.17(e)).

(b) No term or condition of the charter contract shall, on its face, be inconsistent with any provision of the carrier's published tariff.

[§ 207.4a *as amended by Amendment No. 2, effective September* 1, 1973, 38 *F. R.* 20248.]

[¶ 10,915]

§ 207.5 **Limitation on amount of charter trips which may be performed by combination carriers.** A combination carrier shall not during any calendar year perform off-route charter trips which in the aggregate, on a revenue plane-mile basis, exceed 2 percent of the base revenue plane-miles flown by it during the preceding calendar year.

[¶ 10,916]

§ 207.6 **All-cargo carriers: limitation on amount of charter trips which may be performed.** (a) [Reserved.]

(b) An all-cargo carrier shall not during any calendar year perform off-route charters which in the aggregate, on a revenue plane-mile basis, exceed 2 percent of the base

revenue plane-miles flown by it during the preceding calendar year: *Provided, however,* That an all-cargo carrier shall be permitted to perform off-route cargo charters within its area of operations without any limitation as to volume of service.

(c) Within the meaning of paragraph (b) of this section, the areas of operations of the all-cargo carriers are the following:

(1) Within the 48 contiguous States—The Flying Tiger Line Inc.; Airlift International, Inc.; and Seaboard World Airlines, Inc.

(2) Between the 48 contiguous States and Europe—Seaboard World Airlines, Inc.

(3) Between the 48 contiguous States, on the one hand, and the Islands of the Caribbean, on the other hand—Airlift International, Inc.

(4) Between the 48 contiguous States and Asia as far west as longitude 70° east, including Japan and the Philippines, but not including Indonesia—The Flying Tiger Line Inc.

[¶ 10,917]

§ 207.7 **Charter trips and other special services within the State of Alaska.** An air carrier shall not perform any charter trip or other special service in interstate air commerce within the State of Alaska.

[¶ 10,918]

§ 207.7a **Restriction on frequency and regularity of off-route charter trips and other special services.** No air carrier shall perform off-route Hawaiian, transatlantic or transpacific charter trips, or any other off-route charter trips between any pair of points, or special services between any pair of points:

(a) In excess of a total of eight (8) flights in the same direction during any period of four successive calendar weeks,

(b) In the same direction on the same day of two or more successive calendar weeks,

(c) In excess of a total of three (3) flights in the same direction during any period of two successive calendar weeks unless such period is followed by a break of at least one calendar week during which no flights are operated in such market or between such points,

(d) Which are so arranged as to result in the observance of breaks required by paragraph (c) of this section at regularly recurring intervals, or

(e) Which are so arranged as to result in any uniform pattern or normal consistency of operations:

Provided, That the restrictions imposed by this section shall not be applicable to off-route cargo charters performed by an all-cargo carrier within its area of operations as set forth in § 207.6.

[¶ 10,919]

§ 207.8 **Notice of proposed special services.** No air carrier shall perform any special service in interstate, overseas or foreign air transportation unless at the time of filing of a tariff applicable to such special service or at the time of filing of an application for a special tariff permission, such air carrier shall have submitted to the Board a statement setting forth a full description of the proposed service and shall have mailed copies thereof to the air carriers authorized by certificates of public convenience and necessity to render service to any point designated to receive the proposed special service. The proposed special service shall not be inaugurated if prior to the effective date of the tariff applicable to such special service, or at the time of action on the application for special tariff permission, the Board shall have notified such air carrier that the performance of such special service does not appear to be consistent with the public interest.

[¶ 10,924]

§ 207.9 **Records and record retention.** Each air carrier shall obtain and retain the following records in accordance with Part 249 of this subchapter:

(a) A record of the names, addresses, and telephone numbers of all passengers transported on each pro rata charter trip.

(b) A copy of every charter contract.

(c) Every statement of supporting information and proof of the commission paid to any travel agent for each pro rata charter trip.

(d) The written confirmation, and accompanying passenger list, received from another carrier pursuant to § 207.25; and a copy of its written request, and accompanying passenger list, to such other carrier for such confirmation.

[¶ 10,924a]

§ 207.10 **Reports of emergency commercial charters for other direct carriers.** It shall be an express condition upon authority conferred by subparagraph (1) of paragraph (b) of § 207.11 that each air carrier which performs an emergency charter transporting commercial traffic for another direct carrier shall file a report with the Bureau of Operating Rights, within 30 days following each

© 1975, Commerce Clearing House, Inc.

charter trip, containing the following information:

(a) Name of direct carrier performing the charter and name of direct carrier for which the charter was performed;

(b) Date of flight or flights;

(c) Points of origin and destination, and intermediate points, if any;

(d) Number of passengers and/or tons of cargo transported;

(e) Description of circumstances creating the emergency;

(f) Date of initial contact by the chartering carrier regarding the charter;

(g) Reasons why the traffic in question was not or could not be carried by other carriers certificated to serve the particular market.

[¶ 10,924b]

§ 207.11 **Charter flight limitations.** Charter flights (trips) in air transportation shall be limited to the following:

(a) Air transportation of persons and/or property pursuant to contracts with the Department of Defense where the entire capacity of one or more aircraft has been engaged by the Department;

(b) Air transportation performed on a time, mileage, or trip basis where the entire capacity of one or more aircraft has been engaged for the movement of persons and their baggage and/or the movement of property;

(1) By a person for his own use (including a direct air carrier or a direct foreign air carrier when such aircraft is engaged solely for the transportation of company personnel or company property, or in cases of emergency, of commercial traffic: *Provided,* That emergency charters for commercial traffic shall be reported in accordance with § 207.10);

(2) By a person (no part of whose business is the formation of groups or the consolidation of shipments for transportation or the solicitation or sale of transportation services) for the transportation of a group of persons, as agent or representative of such group;

(3) By an air freight forwarder or international air freight forwarder holding a currently effective operating authorization under Part 296 of this subchapter for the carriage of property in air transportation; by a person authorized by the Board to transport by air used household goods of personnel of the Department of Defense; or, with respect to flights from the United States in foreign air transportation, by a foreign air freight forwarder holding a currently effective foreign air carrier permit issued by the Board under section 402 of the Act, and, with respect to flights to the United States in foreign air transportation, by any foreign air freight forwarder who has complied with the provisions of § 296.41 of this chapter;

(4) [Reserved].

(5) By a study group charterer or a foreign study group charterer as defined in Part 373 of this chapter;

(6) By an overseas military personnel charter operator as defined in Part 372 of this chapter; or

(7) By a travel group charter organizer on behalf of a travel group pursuant to Part 372a of this chapter;

(8) By a tour operator or a foreign tour operator as defined in Part 378 of this chapter;

(9) By a tour operator or foreign tour operator as defined in Part 378a of this chapter;

(10) By a charter operator or foreign charter operator as defined in Part 371 of this chapter; or

(c) Air transportation performed on a time, mileage or trip basis where less than the entire capacity of an aircraft has been engaged for the movement of persons and their personal baggage by two or more of the following persons: *Provided,* That such persons in the aggregate engage the entire capacity of the aircraft:

(1) By a person for his own use (including a direct air carrier or a direct foreign air carrier when such aircraft is engaged solely for the transportation of company personnel and their personal baggage, or in cases of emergency, of commercial passenger traffic: *Provided,* That emergency charters for commercial traffic shall be reported in accordance with § 207.10);

(2) By a person (no part of whose business is the formation of groups or the consolidation of shipments for transportation or the solicitation or sale of transportation services), for the transportation of a group of persons as agent or representative of such group;

(3) By a study group charterer or foreign study group charterer as defined in Part 373 of this chapter;

(4) By an overseas military personnel charter operator as defined in Part 372 of this chapter;

(5) By a travel group charter organizer on behalf of a travel group pursuant to Part 372a of this chapter;

(6) By a tour operator or foreign tour operator as defined in Part 378 of this chapter;

(7) By a tour operator or foreign tour operator as defined in Part 378a of this chapter;

(8) By a charter operator or foreign charter operator as defined in Part 371 of this chapter;

Provided, That with respect to paragraph (c) of this section each person engaging less than the entire capacity of an aircraft shall contract and pay for 40 or more seats, except that, if the entire capacity of an aircraft having less than 80 seats is engaged by no more than two persons described in subparagraph (8), then either one of such persons may contract and pay for a minimum of 20 seats: *And provided further,* That paragraph (c) shall not be construed to apply to movements of property.

[§ 207.11 *as amended by Amendment No.* 1, *effective August* 22, 1973, 38 *F. R.* 19674; *Amendment No.* 3, *effective September* 24, 1973, 38 *F. R.* 22771; *Amendment No.* 4, *effective September* 13, 1975, 40 *F. R.* 34088; *Amendment No.* 6, *effective October* 7, 1976, 41 *F. R.* 37762; *Amendment No.* 7, *effective February* 14, 1977, 42 *F. R.* 4117.]

[¶ 10,924c]

§ 207.12 Unused space. An air carrier may, with the written consent of the charterer(s), utilize any unused space for the transportation of (a) the carrier's own personnel and property and/or (b) the directors, officers, and employees of a foreign air carrier or another air carrier traveling pursuant to a pass interchange arrangement.

[¶ 10,924d]

§ 207.13 Terms of service. (a) The total charter price and other terms of service rendered pursuant to this part shall conform to those set forth in the applicable tariff on file with the Board and in force at the time of the respective charter flight and the contract must be for the entire capacity, or for less than the entire capacity (see § 207.11(c)) of one or more aircraft. Where a carrier's charter charge computed according to a mileage tariff includes a charge for ferry mileage, the carrier shall refund to the charterer any sum charged for ferry mileage which is not in fact flown in the performance of the charter: *Provided,* That the carrier shall not charge the charterer for ferry mileage flown in addition to that stated in the contract unless such mileage is flown for the convenience of and at the express direction of the charterer.

(b) The carrier shall require full payment of the total charter price, including payment for the return portion of a round trip, or the posting of a satisfactory bond for full payment, prior to the commencement of any portion of the air transportation: *Provided, however,* That in the case of a charter for less than the entire capacity of an aircraft pursuant to § 207.11(c), the carrier shall require full payment of the total charter price, including payment for the return portion of a round trip, not less than 30 days prior to the commencement of any portion of the transportation, and such payment shall not be refundable unless the charter is canceled by the carrier or unless the carrier accepts a substitute charterer for one which has canceled a charter, in which case the amount paid by the latter shall be refunded. For the purpose of this paragraph payment to the carrier's depository bank, as designated in the charter contract, shall be deemed payment to the carrier.

(c) Where four or more round-trip flights per calendar year are conducted on behalf of a chartering organization by a carrier or carriers, one-way passengers shall not be carried except that up to 5 percent of the charter group may be transported one way in each direction, there shall be no intermingling of passengers and each planeload group, or less than planeload group (see § 207.11(c)), shall move as a unit in both directions, except as provided in § 207.14. This provision shall not be construed as permitting knowing participation in any plan whereby each leg of a round trip is chartered separately in order to avoid the 5-percent limitation aforesaid.

[§ 207.13 *as amended by Amendment No.* 2, *effective September* 1, 1973, 38 *F. R.* 20248.]

[¶ 10,924e]

§ 207.14 Substitute transportation in emergencies. (a) A carrier shall be permitted to transport a passenger on a charter flight with a group other than his own or on a ferry flight (as defined in § 241.03 of this subchapter) under the following circumstances:

(1) The passenger was transported by the carrier on an outbound charter flight;

(2) The transportation is for return passage only;

(3) When the passenger is required to return at a different time than his own

© 1977, Commerce Clearing House, Inc.

charter flight due to emergency circumstances beyond the passenger's control; and

(4) The charter group with which the passenger is to travel expresses no objection to his participation in the charter flight. For the purposes of this paragraph, "emergency circumstances beyond the passenger's control" shall mean illness or injury to the passenger or a member of his immediate family; death of a member of the passenger's immediate family; or weather conditions or unforeseeable and unavoidable delays in ground transportation or connecting air transportation.

(b) In cases where such substitute transportation is furnished, the carrier shall file a report with the Director, Bureau of Operating Rights, within 30 days after the substitute transportation is provided setting forth the circumstances of the carriage. Such report shall include the name of the passenger; the name of his chartering organization; the name of the chartering organization with whom he traveled in substitute transportation; the date he was originally scheduled to return and the date on which he actually returned; a description of the circumstances which made the substitute transportation necessary; and the evidence which the carrier obtained to substantiate the need for substitute transportation (*e. g.*, a doctor's certificate).

[¶ 10,924f]

§ 207.15 **Payments, gratuities and donations.** (a) Neither a carrier nor a travel agent shall make any payments or extend gratuities of any kind, directly or indirectly, to any member of a chartering organization in relation either to air transportation or land tours or otherwise.

(b) Neither a carrier nor a travel agent shall make any donation to a chartering organization or an individual charter participant.

(c) Nothing in this section shall preclude a carrier from paying a commission (within the limits of §§ 207.23 and 207.52) to a member of a chartering organization if such member is its agent, or restrict a carrier or a travel agent from offering to each member of the charter group such advertising and goodwill items as are customarily extended to individually ticketed passengers (*e. g.*, canvas traveling bag or a money exchange computer).

[¶ 10,924g]

§ 207.16 **Waiver.** (a) A waiver of any of the provisions of this part may be granted by the Board upon the submission by an air carrier of a written request therefor not less than 30 days prior to the flight to which it relates provided such a waiver is in the public interest and it appears to the Board that special or unusual circumstances warrant a departure from the provisions set forth herein. Notwithstanding the foregoing, waiver applications filed less than 30 days prior to a flight may be accepted by the Board in emergency situations in which the circumstances warranting a waiver did not exist 30 days before the flight.

(b) A request for a waiver of any of the provisions of § 207.25 shall be accompanied by a list of the names, addresses, and telephone numbers of all the passengers on the flight to which the request relates.

[¶ 10,924h]

§ 207.17 **Protection of customers' deposits.** (a) Except as provided in paragraph (c) of this section, no air carrier shall perform any charter trip (other than a cargo charter trip) originating in the United States or any overseas military personnel charter trip, as defined in Part 372 of this chapter, nor shall such air carrier accept any advance payment in connection with any such charter trip, unless there is on file with the Board a copy of a currently effective agreement made between said carrier and a designated bank, by the terms of which all sums payable in advance to the carrier by charterers, in connection with such charter trip to be performed by said carrier, shall be deposited with and maintained by the bank, as escrow holder, the agreement to be subject to the following conditions:

(1) The charterer (or its agent) shall pay the carrier either by check or money order made payable to the depository bank. Such check or money order and any cash received by the carrier from a charterer (or his agent) shall be deposited in, or mailed to, the bank no later than the close of the business day following the receipt of the check or money order or the cash, along with a statement showing the name and address of the charterer (or his agent): *Provided, however,* That where the charter transportation to be performed by a carrier is sold through a travel agent, the agent may be authorized by the carrier to deduct his commission and remit the balance of the advance payment to the carrier either by check or money order made payable to the designated bank.

(2) The bank shall pay over to the carrier escrowed funds with respect to a

specific charter only after the carrier has certified in writing to the bank that such charter has been completed: *Provided, however,* That the bank may be required by the terms of the agreement to pay over to the carrier, upon the latter's written certification that the outbound segment of a round-trip charter has been completed, a specified portion of such escrowed funds representing the amount of the charter price allocable to such segment.

(3) Refunds to a charterer from sums in the escrow account shall be paid directly to such charterer or its assigns. Upon written certification from the carrier that a charter has been canceled, the bank shall turn over directly to the charterer or its assigns all escrowed sums (less any cancellation penalties, as provided in the charter contract) which the bank holds with respect to such canceled charter: *Provided, however,* That, in the case of a charter for less than the entire capacity of an aircraft (see § 207.11(c)) escrowed funds shall be turned over to a charterer or its assigns only if the carrier's written certification of cancellation of such charter includes a specific representation that either the charter has been canceled by the carrier or, if the charter has been canceled by the charterer, that the carrier has accepted a substitute charterer.

(4) The bank shall maintain a separate accounting for each charter flight.

(5) As used in this section the term "bank" means a bank, savings and loan institution, or other financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.

(b) The escrow agreement required under paragraph (a) shall not be effective until approved by the Board. Claims against the escrow may be made only with respect to nonperformance of air transportation.

(c) The carrier may elect, in lieu of furnishing an escrow agreement pursuant to paragraph (a) of this section, to furnish and file with the Board a surety bond which guarantees to the United States Government the performance of all charter trips (other than cargo charter trips) originating in the United States and of all overseas military personnel charter trips, as defined in Part 372 of this chapter, to be performed in whole or in part by the carrier pursuant to any contract entered into by such carrier after the execution date of the bond. The amount of such bond shall be unlimited. Claims under the bond may be made only with respect to the nonperformance of air transportation.

(d) The bond permitted by paragraph (c) of this section shall be in the form set forth as Appendix A to this part. Such bond shall be issued by a bonding or surety company (1) whose surety bonds are accepted by the Interstate Commerce Commission under 49 CFR 1084.6; or (2) which is listed in Best's Insurance Reports (Fire and Casualty) with a general policyholder's rating of "A" or better. The bonding or surety company shall be one legally authorized to issue bonds of that type in the State in which the carrier is incorporated or in which it maintains its principal place of business. For the purposes of this section, the term "State" includes any territory or possession of the United States, or the District of Columbia. If the bond does not comply with the requirements of this section, or for any reason fails to provide satisfactory or adequate protection for the public, the Board will notify the route air carrier, by registered or certified mail, stating the deficiencies of the bond. Unless such deficiencies are corrected within the time limit set forth in the notification, no amounts payable in advance by customers for the subject charter trips shall be accepted by the carrier.

(e) The bond required by this section shall provide that unless the charterer files a claim with the carrier, or, if he is unavailable, with the surety, within sixty (60) days after cancellation of a charter trip with respect to which the charterer's advance payments are secured by the bond, the surety shall be released from all liability under the bond to such charterer for such charter trip. The contract between the carrier and the charterer shall contain notice of this provision.

[§ 207.17 *as added by Amendment No.* 2, *effective September* 1, 1973, 38 *F. R.* 20248.]

[¶ 10,924 i]

[§ 207.18 *deleted by Amendment No.* 5, *effective October* 21, 1975, 40 *F. R.* 49770.]

SUBPART B—PROVISIONS RELATING TO PRO RATA CHARTERS

[¶ 10,925]

§ 207.20 Applicability of subpart. This subpart sets forth the special rules applicable to pro rata charters, both on-route and off-route.

© 1976, Commerce Clearing House, Inc.

Requirements Relating to Air Carriers

[¶ 10,925a]

§ 207.21 **Solicitation and formation of a chartering group.** (a) A carrier shall not engage, directly or indirectly, in any solicitation of individuals (through personal contact, advertising, or otherwise) as distinguished from the solicitation of an organization for a charter trip, except after a charter contract has been signed.

(b) A carrier shall not employ, directly or indirectly, any person for the purpose of organizing and assembling members of any organization, club, or other entity into a group to make the charter flight, except after a charter contract has been signed.

[¶ 10,925b]

§ 207.22 **Pretrip notification and charter contract.** (a) Upon a charter flight date being reserved by the carrier or its agent, the carrier shall provide the prospective charterer with a copy of this Part 207.[1] The charter contract shall include a provision that the charterer, and any agent thereof, shall only act with regard to the charter in a manner consistent with this part and that the charterer shall within due time submit to the carrier such information as specified in § 207.45. The carrier shall also require that the charterer and any travel agent involved shall furnish it at least 30 days prior to departure of the first flight the statements of supporting information required in §§ 207.47 and 207.31, respectively, unless the charter has been contracted for within 30 days before the date of departure, in which event the statement and attachments shall be filed with the carrier on the date the charter contract is executed. In the event of a substitution of carriers, the carrier with whom the statements and attachments have been filed may forward them to the substitute carrier, in which case new statements need not be executed.

(b) The carrier shall attach to its copy of the charter contract a certification by an officer of the chartering organization, or other qualified person, authorizing the person who executes the contract to do so on benalf of the chartering organization.[2] If the carrier executes a charter contract within 15 days of the flight date, the carrier shall require the person who executes the contract on behalf of the charterer to certify as to whether or not a contract for the flight has been canceled by another carrier because the chartering organization was found to be ineligible under the regulations. The carrier shall also notify the Board within 5 days after the contract has been executed, that its execution took place within 15 days of flight date. Where the certification discloses, or the carrier has reason to believe, that a contract for the flight has been canceled by another carrier, the notification to the Board shall also state that the carrier has made an independent inquiry and has satisfied itself that such cancellation was not caused by the ineligibility of the chartering organization. If a charter contract is for the return flight of a one-way charter by the same charter organization, a copy of the passenger list (§ 207.45) of the outbound charter shall be attached to the charter contract.

[¶ 10,925c]

§ 207.23 **Agent's commission.** The carrier shall not pay its agent a commission or any other benefits, directly or indirectly, in excess of 5 percent of the total charter price as set forth in the carrier's charter tariff on file with the Board, or more than the commission related to charter flights paid to an agent by a carrier certificated to render regular service on the same route, whichever is greater. The carrier shall not pay any commission whatsoever to an agent if the agent receives a commission from the charterer for the same service.

[¶ 10,925d]

§ 207.24 **Statement of Supporting Information.** Prior to performing a charter flight, the carrier shall execute, and require the travel agent (if any) and the charterer to execute, the Statement of Supporting Information attached hereto and made a part hereof. If a charter contract covers more than one charter flight, only one statement need be filed; *Provided, however,* That separate financial data (see item 13 of statement) shall be filed for each one-way or round-trip flight. The carrier shall require the charterer to annex to the statement copies of all announcements of the charterer in connection with the charter issued after the contract is signed.

[1] Copies of this part are available by purchase from the Superintendent of Documents, Washington, D. C. 20402. Single copies will be furnished without charge on written requests to the Publications Services Section, Civil Aeronautics Board, Washington, D. C. 20428.

[2] Not applicable where the charter is based on employment in one entity or employee or student status at a school.

[¶ 10,925d-1]

§ 207.25 Charter trips originating in the United States. (a) In the case of a charter trip originating in the United States which includes foreign air transportation, and where separate charter contracts cover the flight departing from the United States and the flight returning to the United States, the time by which the carrier to perform the returning flight, as well as the carrier to perform the departing flight, must receive full payment of its charter price (or a satisfactory bond for such payment), in compliance with the requirements of § 207.13(b), shall be not less than 15 days prior to the departing flight, for a planeload charter, or not less than 30 days prior to the departing flight, if the charter is for less than the entire capacity of an aircraft, pursuant to § 207.11(c).

(b) In addition to requiring timely payment of its charter price (or the posting of a bond), pursuant to paragraph (a) of this section, the carrier performing the departing flight from the United States shall request in writing from the carrier performing the returning flight for the same chartering group, and the carrier performing the returning flight shall furnish, not later than 15 days prior to the scheduled departure of a planeload charter, or not later than 30 days prior to the scheduled departure of a less-than-planeload charter, written confirmation that the latter carrier has also received timely payment of its charter price (or the posting of a bond), pursuan to paragraph (a) of this section. Both the request and the confirmation shall contain particulars sufficient to identify the charter trip, including such details as the date and point of origin of the departing flight, the date and point of origin of the returning flight, and the name of the chartering group; and both shall be accompanied by a passenger list. The confirmation shall also contain a statement to the effect that the carrier has not previously furnished such confirmation to any other carrier with respect to the same charter trip.

(c) The requirements of this section shall apply to all charter flights scheduled to depart after the effective date hereof: *Provided, however,* That with respect to planeload charter flights scheduled to depart less than 15 days after the effective date hereof, and with respect to less-than-planeload charter flights scheduled to depart less than 30 days after the effective date hereof, requirements hereunder as to advance payments and receipt of written confirmation thereof by the departing carrier, need not be met within the time specified in this section but may be met at any time before flight departure.

(d) Every carrier which has entered into a charter contract covering one-way foreign air transportation from the United States, to be performed in connection with a pro rata charter trip originating in the United States, must obtain, before performing such departing flight, either written confirmation from the returning carrier (as provided in paragraph (b) or (c) of this section, as the case may be), or a waiver granted by the Board pursuant to § 207.16, such waiver to be based either on the grounds set forth in said § 207.16, or on a showing that the arrangements between the chartering organization and the charter participants do not involve the provision of return transportation to the United States.

(e) For the purpose of this section, payment to the carrier's depository bank, as

© 1976, Commerce Clearing House, Inc.

designated in the charter contract, shall be deemed payment to the carrier.

[§ 207.25 *as amended by Amendment No. 2, effective September* 1, 1973, 38 *F. R.* 20248.]

[¶ 10,925d-2]

§ 207.26 **Air carrier to identify enplanements.** The air carrier shall make reasonable efforts to verify the identity of all enplaning charter participants, and the documentary source of such verification shall be noted on the passenger list: *Provided however,* That in the case of international flights the identity of each enplaning charter participant shall be verified by means of his passport or, if there be none, by means of any other travel identity document, and the passport number or travel identity document number shall be entered on the passenger list.

Requirements Relating to Travel Agents

[¶ 10,925e]

§ 207.30 **Prohibition against double compensation.** A travel agent may not receive a commission from both the direct air carrier and the charterer for the same service.

[¶ 10,925f]

§ 207.31 **Statement of Supporting Information.** Travel agents shall execute, and furnish to air carriers, section A of part II of the Statement of Supporting Information attached hereto and made a part hereof, at such time as required by the carrier to afford it due time for review thereof.

Requirements Relating to Chartering Organization

[¶ 10,925g]

§ 207.40 **Solicitation of charter participants.** (a) As used in this section, "solicitation of the general public" means:

(1) A solicitation going beyond the bona fide members of an organization (and their immediate families). This includes air transportation services offered by an air carrier under circumstances in which the services are advertised in mass media, whether or not the advertisement is addressed to members of a specific organization, and regardless of who places or pays for the advertising. Mass media shall be deemed to include radio and television, and newspapers and magazines. Advertising in such media as newsletters or periodicals of membership organizations, industrial plant newsletters, college radio stations, and college newspapers shall not be considered advertising in mass media to the extent that;

(i) The advertising is placed in a medium of communication circulated mainly to members of an organization that would be eligible to obtain charter service, and

(ii) The advertising states that the charter is open only to members of the organization referred to in subdivision (i) of this subparagraph, or only to members of a subgroup thereof. In this context, a subgroup shall be any group with membership drawn primarily from members of the organization referred to in subdivision (i) of this subparagraph: *Provided,* That this paragraph shall not be construed as prohibiting air carrier advertising which offers charter services to bona fide organizations, without reference to a particular organization or flight.

(2) The solicitation, without limitation, of the members of an organization so constituted as to ease of admission to membership, and nature of membership, as to be in substance more in the nature of a segment of the public than a private entity.

(b) Members of the charter group may be solicited only from among the bona fide members of an organization, club, or other entity, and their immediate families, and may not be brought together by means of a solicitation of the general public. "Bona fide members" means those members of a charter organization who (1) have not joined the organization merely to participate in the charter as the result of solicitation of the general public; and (2) are members for a minimum of 6 months prior to the starting flight date. The requirement in subparagraph (2) of this paragraph is not applicable to—

(i) Students and employees of a single school, and immediate families thereof; or

(ii) Employees of a single Government agency, industrial plant, or mercantile establishment, and immediate families thereof.

(c) Solicitation of, as well as participation by, members of an organization with respect to charter flights shall extend only to the organization, or the particular chapter or unit thereof, which signs the charter agreement with the air carrier as the charterer.

(d) A charterer shall not advertise or otherwise solicit its members for any charter until a charter contract has been signed: *Provided, however,* That this prohibition shall not extend to oral inquiries or internal mailings directed to members

to determine interest in a charter flight or charter program so long as no fixed price for air transportation is held out. After a charter contract is signed, copies of solicitation material shall be furnished the carrier at the same time it is distributed to members.

[¶ 10,925h]

§ 207.41 **Passengers on charter flights.** Only bona fide members of the charterer, and their immediate families, may participate as passengers on a charter flight, and the participants must be members of the specific organization or chapter which authorized the charter. The charterer must maintain a central membership list, available for inspection by the carrier or Board representative, which shows the date each person became a member.[3] Where four or more round-trip flights per calendar year are conducted on behalf of a chartering organization by a carrier or carriers, intermingling between flights or reforming of planeload groups, or less than planeload groups (see § 207.11(c)), shall not be permitted, and each group must move as a unit in both directions, except as provided in § 207.14.

[¶ 10,925i]

§ 207.42 **Participation of immediate families in charter flights.** (a) The immediate family of any bona fide member of a charter organization may participate in a charter flight.

(b) "Immediate family" means only the following persons who are living in the household of a member of a charter organization, namely, the spouse, dependent children, and parents, of such member.

[¶ 10,925j]

§ 207.43 **Charter costs.** (a) The costs of charter flights shall be prorated equally among all charter passengers, and no charter passenger shall be allowed free transportation; except that (1) children under 12 years of age may be transported at a charge less than the equally prorated charge; and (2) children under 2 years of age may be transported free of charge.

(b) The charterer shall not make charges to the charter participants which exceed the actual costs incurred in consummating the charter arrangements, nor include as a part of the assessment for the charter flight any charge for purposes of charitable donations. All charges related to the charter flight arrangements collected from the charter participants which exceed the actual costs thereof shall be refunded to the participants in the same ratio as the charges were collected.

(c) Reasonable administrative costs of organizing the charter may be divided among the charter participants. Such costs may include a reasonable charge for compensation to members of the charter organization for actual labor and personal expenses incurred by them. Such charge shall not exceed $300 (or $500 where the charter participants number more than 80) per round-trip flight. Neither the organizers of the charter, nor any member of the chartering organization, may receive any gratuities or compensation, direct or indirect from the carrier, the travel agent, or any organization which provides any service to the chartering organization whether of an air transportation nature or otherwise. Nothing in this section shall preclude a member of a chartering organization who is the carrier's agent from receiving a commission from the carrier (within the limits of § 207.23), or prevent any member of the charter group from accepting such advertising and goodwill items as are customarily extended to individually ticketed passengers (*e.g.*, a canvas traveling bag or a money exchange computer).

(d) If the total expenditures, including among other items compensation to members of the chartering organization, referred to in paragraph (c) of this section, but exclusive of expenses for air transportation or land tours, exceed $750 per round-trip flight, such expenditures shall be supported by properly authenticated vouchers.

[¶ 10,925k]

§ 207.44 **Statement of charges.** The chartering organization, in any announcements or statements to prospective charter participants giving price per seat, shall state that the seat price is a pro rata share of total charter cost and is subject to increase or decrease depending on the number of participants. All announcements shall separately state the cost of ground arrangements, if any, the cost of air transportation, the administrative expenses of the charterer, and the total cost of the entire trip. All announcements shall also identify the carrier, the number of seats available and the type of aircraft to be used for the charter.

[3] Where the charter is based on employment in one entity or student or employee status at a school, records of the corporation, agency or school will suffice to meet the requirements.

© 1973, Commerce Clearing House, Inc.

[¶ 10,925 l]

§ 207.45 **Passenger lists.** (a) Prior to each one-way or round-trip flight, a list shall be filed by the charterer with the air carrier showing the names, addresses, and telephone numbers of the persons to be transported, including stand-bys who may be transported, specifying the relationship of each such person to the charterer (by designating opposite his name one of the three relationship categories hereinafter described), the date the person joined or last renewed a lapsed membership in the charter organization, and the designation "one-way" in the case of one-way passengers. The list shall be amended if passengers are added or dropped before flight.

(b) The relationship of a prospective passenger shall be classified under one of the following categories and specified on the passenger list as follows:

(1) A bona fide member of the chartering organization who will have been a bona fide member of the chartering organization for at least 6 months prior to the starting flight date. Specify on the passenger list as "(1) member."

(2) The spouse, dependent child or parent of a bona fide member who lives in such member's household. Specify on the passenger list as "(2) spouse" or "(2) dependent child" or "(2) parent." Also give name and address of member relative where such member is not a prospective passenger.

(3) Bona fide members of entities consisting only of persons employed by a single Government agency, industrial plant, or mercantile company or students and employees of a school or persons whose proposed participation in the charter flight was permitted by the Board pursuant to request for waiver. Specify on the passenger lists as "(3) special" or "(3) member" (where participants are from a school group or from a Government agency, industrial plant or mercantile company).

(c) In the case of a round-trip flight, the above information must be shown for each leg of the flight and any variations between the outbound and inbound trips must be explained on the list.

(d) Attached to such list must be a certification, signed by a duly authorized representative of the charterer, reading:

The attached list of persons includes every individual who may participate in the charter flight. Every person as identified on the attached list (1) was a bona fide member of the chartering organization, and will have been a member for at least 6 months prior to the starting flight date, or (2) is a bona fide member of an entity consisting of (a) students and employees of a single school, or (b) employees of a single Government agency, industrial plant, or mercantile establishment, or (3) is a person whose participation has been specifically permitted by the Civil Aeronautics Board, or (4) is the spouse, dependent child, or parent of a person described hereinbefore and lives in such person's household.[4]

(Signature)

[¶ 10,925m]

§ 207.46 **Application for a charter.** A chartering organization shall make written application to the air carrier, setting forth the number of seats desired, points to be included in the proposed flight or flights, and the dates of departure for each one-way or round-trip flight, and the number of round-trip flights which have been conducted for the organization by any carrier or carriers during the calendar year.

[¶ 10,925n]

§ 207.47 **Statement of Supporting Information.** Charterers shall execute and file with the air carrier section B of part II of the Statement of Supporting Information attached hereto and made a part hereof at such time as required by the carrier to afford it due time for review thereof.

SUBPART C—PROVISIONS RELATING TO SINGLE ENTITY CHARTERS

[¶ 10,925 o]

§ 207.50 **Applicability of subpart.** This subpart sets forth the special rules applicable to single entity charters.

[¶ 10,925p]

§ 207.51 **Terms of service.** The provisions of § 207.13 shall apply to charters under this subpart except that paragraphs (b) and (c) of such section shall not be applicable and the second sentence of para-

[4] Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000 or imprisoned not more than 5 years, or both. Title 18, U. S. C., § 1001.

graph (a) of such section shall not be applicable.

[¶ 10,925q]

§ 207.52 Commissions paid to travel agents. No direct air carrier shall pay a travel agent any commission in excess of 5 percent of the total charter price or more than the commission related to charter flights paid to an agent by carrier certificated to fly the same route, whichever is greater.

[¶ 10,925r]

§ 207.53 Statement of Supporting Information. Part I of the Statement of Supporting Information attached hereto shall be applicable in the case of single entity charters.

SUBPART D—PROVISIONS RELATING TO MIXED CHARTERS

[¶ 10,925s]

§ 207.60 Applicable rules. The rules set forth in Subpart B of this part shall apply in the case of mixed charters.

[¶ 10,925t]

Statement of Supporting Information [1]

Part I—To be completed by air carrier for each single entity, mixed, or pro rata charter. (Where more than one round-trip flight is to be performed under the charter contract, clearly indicate applicability of answers.)

1. Name of transporting carrier: .....

2. Commencement date(s) of proposed flight(s): .....

(a) Going .....

(b) Returning .....

3. Points to be included in proposed flight(s): .....

(a) From ..... to .....

(b) Returning from ..... to .....

(c) Other stops required by charterer: .....

4. (a) Type of aircraft to be used: .....

(b) Seating capacity: .....

(c) Number of persons to be transported: .....

5. (a) Total charter price: .....

(b) Does the charter price conform to tariff on file with the Board? .....

(c) If pro rata or mixed charter, explain construction of charter price in relation to tariff on file with the Board. (In case of mileage tariff, show mileage for each segment involved and indicate whether segment is live or ferry.) .....

6. (a) Has the carrier paid, or does it contemplate payment of any commissions, direct or indirect, in connection with the proposed flight? Yes [ ] No [ ]

(b) If "yes" give names and addresses of such recipients and indicate the amount paid or payable to each recipient. If any commission to a travel agent exceeds 5 percent of the total charter price, attach a statement justifying the higher amount under this regulation. .....

7. (a) Will the carrier or any affiliate provide any services or perform any functions in addition to the actual air transportation? Yes [ ] No [ ]

(b) If "yes" describe services or functions: .....

8. Name and address of charterer: .....

9. If charter is single entity, indicate purpose of flight: .....

10. On what date was the charter contract executed? .....

11. If the charter is pro rata, has a copy of Part 207 of the Civil Aeronautics Board's Economic Regulations been mailed to or delivered to the prospective charterer? Yes [ ] No [ ]

Part II—To be completed for pro rata or mixed charters only.

Section A—To be supplied by travel agent, or where none, by the air carrier or an affiliate under its control where either of the latter performs or provides any travel agency function or service (excluding air transportation sales but including land tour arrangements).

[1] This must be retained by the air carrier for 2 years pursuant to the requirements of Part 249, but open to Board inspection, and to be filed with the Board on demand.

© 1973, Commerce Clearing House, Inc.

1. What specific services have been or will be provided by agent to charterer on a group basis? .....

2. What specific services have been or will be provided by agent to individual participants in the proposed charter? .....

3. Has the agent or, to his knowledge, have any of his principals, officers, directors, associates or employees compensated any members of the chartering organization in relation either to the proposed charter flight or any land tour? Yes [ ] No [ ]

4. Does the agent have any financial interest in any organization rendering services to the chartering organization? Yes [ ] No [ ] If answer is "yes" explain:

.....

.....

Warranty [2]

I, ...represent and
(Name)
warrant that I have acted with regard to this charter operation (except to the extent fully and specifically explained in Part II, Section A) and will act with regard to such operation in a manner consistent with Part 207 of the Board's Economic Regulations.

.....

....
(Date) (Signature and address of travel agent or, if none, of authorized official of air carrier where such carrier or an affiliate under its control performs any travel agency function or service (excluding air transportation sales but including land tour arrangements).)

Section B—To be supplied by charterer:

1. Description of chartering organization, including its objectives and purposes:

.....

2. What activities are sponsored by the chartering organization?

.....

.....

3. When was the organization founded?

.....

4. Qualification or requirements for membership in organization and membership fee, if any: .....

.....

5. Has there been any reference to prospective charter flights in soliciting new members for the charter organization? Yes [ ] No [ ]

6. State where a list of members is available for inspection.....

.....

7. Attach list of prospective passengers (including "standbys" and one-way passengers designated as such), showing for each: (a) Name, address, and telephone number; (b) Relationship of such person to chartering organization, i. e., member, spouse, dependent child, parent or "special" (a person whose proposed participation in the charter flight was permitted by the Board pursuant to request for waiver); (c) If such person is related to a member who is not a prospective passenger, the member's name, address, and telephone number; and (d) Date member joined or last renewed a lapsed membership. (Note: This is a list of prospective passengers and does not necessarily have to represent the passengers actually to be carried. The list is to be amended, if passengers are dropped or added before flights and the certification required by § 207.43 must be attached to the list.)

8. What are requirements for participation in charter?.....

.....

9. How were prospective participants for charter solicited (attach any solicitation material)? .....

.....

10. Will there be any participants in the charter flight other than (1) members of

[2] Any air carrier, or any officer, agent, employee, or representative thereof, who shall, knowingly and willfully, fail or refuse . . . to keep or preserve accounts, records, and memoranda in the form and manner prescribed or approved by the Board . . . . or shall, knowingly and willfully, falsify, mutilate, or alter any such report, account, record, or memorandum . . . shall be deemed guilty of a misdemeanor and, upon conviction thereof, be subject for each offense to a fine of not less than $100 and not more than $5,000. Title 49 U. S. C., § 1472(e).

Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000 or imprisoned not more than 5 years, or both. Title 18, U. S. C., § 1001.

the chartering organization or (2) spouse, dependent children, and parents of a member of the chartering group residing in the same household with the member? Yes [ ] No [ ]

11. Will there be any members of the chartering organization participating in the charter who will have been members of the organization for a period of less than 6 months prior to flight date[2] Yes [ ] No [ ] If answer is "yes", give names of participants who will not have been members for 6 months: .....

.....

12. If there is any intermediary involved in the charter, other than the travel agent whose participation is described in Part II, Section A, submit name, address, remuneration, and scope of activity: .....

.....

.....

.....

13. Estimated receipts:

..... × ..... =
(Pro rata charge) (Number of passengers)

$ .....
(Estimated receipts from charter)

Estimated receipts from other sources, if any:

.....

Explain: .....

.....

(a) Total receipts: $ .....

Estimated expenditures, including aircraft charter (separately itemize air transportation, land tour, and administrative expenses):

Item	*Amount*	*Payable to*
.....	.....	.....
.....	.....	.....
.....	.....	.....

(b) Total expenditures: $ .....

Explain any difference between (a) and (b): .....

.....

14. Are any of the expenses included in Item 13 above, to be paid to any members of the chartering organization? Yes [ ] No [ ] If "yes" state how much, to whom and for what services: .....

.....

15. Is any member of the chartering organization to receive any compensation or benefit directly or indirectly from the air carrier, the travel agent, or any organization providing services in relation to the air or land portion of the trip? Yes [ ] No [ ] If "yes" explain fully: .....

.....

.....

16. Will any person in the group (except children under 2 years) be transported without charge? Yes [ ] No [ ]

17. Will charter costs be divided equally among charter participants, except to the extent that a lesser charge is made for children under 12 years old? Yes [ ] No [ ]

18. Separately state for the outbound and inbound flights the number of one-way passengers anticipated to be transported in each direction: .....

.....

19. If four or more round trips are contracted for, will each group move as a unit in both directions? Yes [ ] No [ ]

20. If charters have been performed for organization during past 5 years, give dates and name of carrier performing charters:

.....

.....

21. Has a copy of Part 207 "Charter Trips and Special Services" of the Economic Regulations of the Civil Aeronautics Board been received by the charterer? Yes [ ] No [ ]

22. Attach copies of all announcements of the chartering organization in connection with the charter issued after the charter contract is signed.

Warranty of Charterer[4]

I, ... and
(Name)

..... represent
(Name)

and warrant that the charterer has acted with regard to this charter operation (ex-

[2] Not applicable to school charters, nor to charters limited to employees of a single Government agency, industrial plant, or mercantile company.

[4] Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000 or imprisoned not more than 5 years, or both. Title 18, U. S. C., § 1001.

© 1973, Commerce Clearing House, Inc.

cept to the extent fully and specifically explained in Part II, Section B), and will act with regard to such operation, in a manner consistent with Part 207 of the Board's Economic Regulations. I (we) further represent and warrant that the charterer has not offered charter flights simultaneously with the solicitation of membership in the chartering organization in any mass media advertising or notice or through direct mailing or public posters. I (we) further represent and warrant that all charter participants have been informed of eligibility and cost requirements of Part 207 and that a flight may be canceled if ineligible participants are included.

.....

(Date)

.....

(Signature—person within organization in charge of charter arrangements)

.....

(Signature and title of officer. This should be the chief officer of the chartering organization except in the case of a school charter, in which case the warranty must be by school official not directly involved in charter.)

Warranty of Air Carrier[1]

To the best of my knowledge and belief all the information presented in this statement, including but not limited to, those parts warranted by the charterer and the travel agent, is true and correct. I represent and warrant that the carrier has acted with regard to this charter operation (except to the extent fully and specifically explained in this statement or any attachment thereto) and will act with regard to such operation in a manner consistent with Part 207 of the Board's Economic Regulations.

.....

(Date)

.....

(Signature and title of authorized official of air carrier)

[¶ 10,925u]

Appendix A

Route Air Carrier's Surety Bond Under Part 207 of the Economic Regulations of the Civil Aeronautics Board (14 CFR Part 207)

Know all men by these presents, that we

.....

(Name of route air carrier)

of .....,

(City)

.....

(State)

as PRINCIPAL (hereinafter called Principal), and .....

(Name of Surety)

a corporation created and existing under the laws of the State of .....

(State)

as SURETY (hereinafter called Surety) are held and firmly bound unto the United States of America in an unlimited sum, as required by § 207.17(c) of Part 207, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal, a route air carrier holding a certificate of public convenience and necessity issued under section 401(d)(1) of the Federal Aviation Act, is subject to rules and regulations of the Board relating to security for the protection of charterers of civil aircraft and has elected to file with the Civil Aeronautics Board such a bond as will guarantee to the United States Government the performance of all charter trips (other than cargo charter trips) originating in the United States and of all overseas military personnel charter trips, as defined in Part 372 of the Board's regulations, to be performed, in whole or in part, by such carrier pursuant to contracts entered into by such carrier after the execution date of this bond; and

Whereas, this bond is written to assure compliance by the Principal with rules and

[1] Any air carrier, or any officer, agent, employee, or representative thereof, who shall, knowingly and willfully, fail or refuse . . . to keep or preserve accounts, records, and memoranda in the form and manner prescribed or approved by the Board . . . or shall, knowingly and willfully, falsify mutilate, or alter any such report, account, record, or memorandum . . . shall be deemed guilty of a misdemeanor and, upon conviction thereof, be subject for each offense to a fine of not less than $100 and not more than $5,000. Title 49 U. S. C. § 1472(e).

Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000 or imprisoned not more than 5 years, or both. Title 18, U. S. C. § 1001.

regulations of the Board relating to security for the protection of charterers of civil aircraft for charter trips (other than cargo charter trips) originating in the United States or of overseas military personnel charters, and shall inure to the benefit of any and all such charterers to whom the Principal may be held legally liable for any of the damages herein described.

Now, therefore, the condition of this obligation is such that if the Principal shall pay or cause to be paid to such charterers any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts made by the Principal while this bond is in effect for the performance of charter trips (other than cargo charter trips) originating in the United States and of overseas military personnel charter trips, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety with respect to any charterer shall not exceed the total cost to such charterer for air transportation services in accordance with his contract with the Principal.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder in any specified amount. The Surety agrees to furnish written notice to the Civil Aeronautics Board forthwith of all suits filed, judgments rendered, and payments made by said Surety under this bond.

This bond is effective the ..... day of ....., 19..., 12:01 a. m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time terminate this bond by written notice to the Civil Aeronautics Board at its office in Washington, D. C., such termination to become effective thirty (30) days after actual receipt of said notice by the Board. The Surety shall not be liable thereunder for the payment of any damages hereinbefore described which arise as the result of any contracts for the performance of air transportation services made by the Principal after the termination of this bond becomes effective, as herein provided, but said termination shall not affect the liability of the Surety hereunder for the payment of such damages arising as the result of contracts for the performance of air transportation services made by the Principal prior to the date such termination becomes effective. Liability of the Surety under this bond shall in all events be limited only to a charterer who shall within sixty (60) days after the cancellation of a charter trip with respect to which the charterer's advance payments are secured by this bond give written notice of the claim to the route air carrier, or, if he is unavailable, to the Surety, and all liability on the bond for such charter trip shall automatically terminate sixty (60) days after the cancellation date thereof except for claims filed within the time provided herein.

In witness whereof, the said Principal and Surety have executed this instrument on the ..... day of ....., 19....

PRINCIPAL	SURETY
Name	Name .....(SEAL)
By	By .....
(Signature and Title)	(Signature and Title)
Witness	Witness .....

Only corporations may qualify to act as surety and they must meet the requirements set forth in § 207.17(d) of Part 207.

[*Appendix A as added by Amendment No. 2 effective September 1, 1973, 38 F. R. 20248.*]

© 1973, Commerce Clearing House, Inc.

625 10-76

PART 371—ADVANCE BOOKING CHARTERS*

[¶ 11,461]

Sec.

Subpart A—General Provisions

371.1 Applicability.
371.2 Definitions.
371.3 Waivers.
371.4 Enforcement.
371.5 Procedures for imposition of limitations and restrictions on ABC operations.
371.6 Computation of time.
371.7 Termination of part.

Subpart B—General Conditions and Limitations

371.10 Advance booking charter general requirements.
371.11 Payment to direct air carrier(s).
371.12 No intermingling of passengers.
371.13 Unused space.
371.14 Substitution for charter participants named on filed list.

Subpart C—Requirements Applicable to Charter Operators

371.20 Exemption.
371.21 Approval of certain interlocking relationships.
371.22 Effect of exemption on antitrust laws.
371.23 Jurisdiction over foreign charter operators.
371.24 Suspension of exemption authority.
371.25 Operating authorization of charter operators.
371.26 Discrimination.
371.27 Methods of competition.
371.28 Charter prospectus.
371.29 Charter contract.
371.30 Contract between charter operator and charter participants.
371.31 Surety bond and depository agreement.
371.32 Disbursements from depository account.
371.33 Record retention.

Subpart D—Requirements Applicable to Direct Air Carriers

371.40 Charter not to be performed unless compliance with part.
371.41 Direct air carrier to identify enplanements.
371.42 Tariffs to be on file for charter trips.
371.43 Advance booking charters operated by U. S. certificated air carriers or foreign air carriers for foreign charter operators.
371.44 Record retention.

Subpart E—Charter Trip Reporting Requirements

371.50 Charter trip reporting.

AUTHORITY: The provisions of this Part 371 issued under sections 101(3), 204(a), 401, 402, 407, 416 and 1102 of the Federal Aviation Act of 1958, as amended; 72 Stat. 737 (as amended by 75 Stat. 467, 76 Stat. 143, 82 Stat. 867, 84 Stat. 921, 88 Stats. 409, 419), 743, 754, 757, 766, 771, and 797; 49 U. S. C. 1301, 1324, 1371, 1372, 1377, 1386, and 1502.

Subpart A—General Provisions

[¶ 11,462]

§ 371.1 **Applicability.** This part establishes the terms and conditions governing the furnishing of "Advance Booking Charters" (ABC's) in air transportation by direct air carriers and foreign air carriers and by ABC charter operators. This part also relieves such charter operators (other than foreign charter operators) from various provisions of Title IV of the Federal Aviation Act of 1958, as amended, for the purpose of enabling them to provide ABC's utilizing aircraft chartered from such direct carriers. It also contains a limited declination of exercise of jurisdiction over foreign charter operators. The provisions of this regulation shall not be construed as limiting any other authority to engage in air transportation issued by the Board. Nothing contained in this part shall be construed as repealing or amending any provisions of any of the Board's regulations, unless the context so requires.

[¶ 11,463]

§ 371.2 **Definitions.** As used in this part, unless the context otherwise requires—

"Act" means the Federal Aviation Act of 1958, as amended.

"Advance booking charter" (or "ABC") means a round-trip charter to be performed by one or more direct air carriers, which is arranged and sponsored by a charter operator for a group and which meets the requirements set forth in Subpart B of this part.

"Advance booking charter operator" (or "ABC operator") means (1) any citizen of the United States, as defined in this section (other than a direct air carrier), who is authorized hereunder to engage in the formation of groups for transportation on ABC's in accordance with the provisions of this part; or (2) a foreign charter operator.

"Charter" means an advance booking charter.

---

* As issued, effective October 7, 1976, 41 F. R. 37763.

"Charter group" means an aggregate of persons who are assembled by a charter operator or a foreign charter operator for the purpose of participation as a single unit in an advance booking charter.

"Charter operator" means an ABC operator.

"Charter participant" means a person whose name has been filed with the Board in accordance with § 371.25 or a person substituted therefor in accordance with § 371.14 of this part.

"Citizen of the United States" means (a) an individual who is a citizen of the United States or of one of its possessions, or (b) a partnership of which each member is such an individual, or (c) a corporation or association created or organized under the laws of the United States, of which the president and two thirds or more of the board of directors and other managing officers thereof are such individuals and in which at least 75 per centum of the voting interest is owned or controlled by persons who are citizens of the United States or of one of its possessions.

"Direct air carrier" means (1) an air carrier holding a certificate of public convenience and necessity issued pursuant to Section 401 of the Act, or (2) a foreign air carrier which holds a permit issued under Section 402 of the Act authorizing direct air transportation.

"European charter" means a charter between a point or points in any State of the United States, the District of Columbia, Puerto Rico, or the U. S. Virgin Islands, on the one hand, and a point or points in Belgium, the Federal Republic of Germany, Finland, France, Ireland, Italy, the Netherlands, Switzerland, or the United Kingdom, on the other hand.

"Foreign charter operator" means any person not a citizen of the United States, as defined in this section (other than a direct foreign air carrier), who is (1) engaged in the formation of groups for transportation on advance booking charters which originate in a foreign country and over whom the Board has declined to exercise its jurisdiction, or (2) engaged in the formation of groups for transportation on advance booking charters which originate in the United States and who holds a permit issued pursuant to Section 402 of the Act authorizing such transportation: *Provided, however,* That with respect to §§ 371.21, 371.24, 371.25(a)(1) and (2), 371.26-.33 and 371.50, the definition for "foreign charter operator" is confined to the definition set forth in subparagraph (2) of this definition.

"Itinerary" means all the components of a charter package, as described in the prospectus, including not only the points named therein but also all hotels, and other ground accommodations and services described therein.

"Round-trip" refers to any round, open-jaw or circle trip which includes an inbound flight returning to a point no more than 50 air miles from the point of origin.

[¶ 11,464]

§ 371.3 Waivers. A waiver of any of the provisions of this part may be granted by the Board upon its own initiative, or upon the joint submission by a direct air carrier and a charter operator of a written request therefor not less than 30 days prior to the flight to which it relates, provided that such a waiver is in the public interest and it appears to the Board that special or unusual circumstances warrant a departure from the provisions set forth herein. Notwithstanding the foregoing, waiver applications filed less than 30 days prior to a flight may be accepted by the Board in emergency situations in which the circumstances warranting a waiver did not exist 30 days before the flight.

[¶ 11,465]

§ 371.4 Enforcement. In the case of any violation of the provisions of the Act, or of this part, or any other rule, regulation, or order issued under the Act, the violator may be subject to a proceeding pursuant to Sections 1002 and 1007 of the Act before the Board or a U. S. District Court, as the case may be, to compel compliance therewith, to civil penalties pursuant to the provisions of Section 901(a) of the Act, or to criminal penalties pursuant to the provisions of Section 902 of the Act, or other lawful sanctions.

[¶ 11,466]

§ 371.5 Procedures for imposition of limitations and restrictions on ABC operations. (a) Whenever in the opinion of the Board there are reasonable grounds to believe that the operation of ABC's to or from any point or points or in any city-pair or pairs may have a detrimental effect on the public interest, the Board may, on its own initiative or in response to a petition therefor, issue an order directing all interested persons to show cause why the Board should not impose a limitation on the number of ABC's that may be operated to or from the point or points, or in the city-pair or pairs,

© 1976, Commerce Clearing House, Inc.

or should not impose other or additional restrictions on ABC operations in respect to the point or points or city-pair or pairs.

(b) Petitions seeking the issuance of such an order to show cause may be filed by any person. Answers to such petitions are permitted, but a failure to file an answer shall not prejudice anyone. Each such petition and any answer thereto shall conform to the requirements of section 302.3 of the Board's Rules of Practice. Copies of such petitions and answers shall be served on such persons as the Director, Bureau of Operating Rights, or his designee, shall direct.

(c) Comments in opposition to or in support of the issuance of an order as proposed in the order to show cause, and reply comments if authorized by the order to show cause, shall be filed with the Board by the date and served upon the persons specified in the order to show cause.

(d) A final order of the Board imposing such limitations or restrictions on the operations of ABC's as the public interest may require, or, if it would not be in the public interest to impose any limitation or restriction, terminating the proceeding, shall thereafter be issued: *Provided, however,* That the Board may from time to time conclude, in its discretion, that a hearing is warranted in order to best determine whether limitations or restrictions should be imposed on the operation of ABC's to or from any point or points or in any city-pair or pairs: *And provided, further,* That in the event a hearing is ordered, the Board may impose interim limitations or restrictions, pendente lite.

(e) Notwithstanding the foregoing, when in the judgment of the Board the public interest so requires, the Board shall by order forthwith impose a limitation on the number of ABC's that may be operated to or from a point or points, or in a city-pair or pairs, or impose other or additional limitations and restrictions on ABC operations in respect to the point or points or city-pair or pairs.

[¶ 11,467]

§ 371.6 **Computation of time.** In computing any period of time prescribed or allowed by this part, the day of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday for the Board, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor holiday.

[¶ 11,468]

§ 371.7 **Termination of part.** The exemption provided by this part shall terminate on October 31, 1981, and shall not apply to any charter whose originating flight is scheduled to be performed subsequent to such date of termination.

Subpart B—General Conditions and Limitations

[¶ 11,469]

§ 371.10 **Advance booking charter general requirements.** Advance booking charters under this part shall meet the following requirements:

(a) The charter shall be arranged and sold by a charter operator as an independent principal with respect to the air transportation included in the charter and not as an agent for a direct air carrier. Such charter may, but need not, include ground accommodations and services.

(b) The charter contract must be for 40 or more seats: *Provided,* that where an aircraft having fewer than 80 seats is utilized for not more than two ABC groups, the charter contract may be for not less than 20 seats.

(c) The charter must be on a round-trip basis, but the departing flight and the returning flight need not be performed by the same direct air carrier.

(d) The minimum duration of a European charter must be seven (7) days, of which the first day shall be the day the originating flight takes off and the last day shall be the day the returning flight lands.

(e) The air transportation portion of the charter must be performed by direct air carriers which hold a certificate of public convenience and necessity under section 401 of the Act or a permit under section 402 of the Act.

(f) Passengers transported on the charter flight shall consist solely of charter participants or persons authorized to occupy unused space in accordance with § 371.13.

[¶ 11,470]

§ 371.11 **Payment to direct air carrier(s).** The direct air carrier(s) shall be paid in full for the cost of the roundtrip charter

transportation prior to the scheduled date of flight departure, as provided for in the basic charter regulations applicable to the direct air carrier(s) under Parts 207, 208, 212, and 214 of this chapter, as the case may be.

[¶ 11,471]

§ 371.12 **No intermingling of passengers.** There shall be no intermingling of passengers and each planeload group, or less-than-planeload group, shall move together as a group, on both legs of the air transportation except under emergency circumstances provided for in the basic charter regulations applicable to direct air carriers under Parts 207, 208, 212, and 214 of this chapter, as the case may be.

[¶ 11,472]

§ 371.13 **Unused space.** Nothing contained in this part shall preclude a charter operator from utilizing any unused space on an aircraft chartered by it for an ABC for the transportation, on a free or reduced basis, of such charter operator's employees, directors, and officers, and the parents and immediate families of such persons, subject to the provisions of Part 223 of this chapter.

[¶ 11,473]

§ 371.14 **Substitution for charter participants named on filed list.** Substitutes may be arranged for charter participants at any time preceding departure, only in accordance with the following:

(a) The charter participant for whom a new participant is substituted shall receiv a full refund of all monies paid to the charter operator with respect to the charter.

(b) For a European ABC, the total number of substitutes shall be no greater than 20 percent of the number of seats contracted for, consisting of not more than 10 percent from the general public plus 10 percent from a standby list filed in accordance with § 371.25(b).

(c) For any other ABC, the total number of substitutes shall be no greater than 15 percent of the number of seats contracted for.

Subpart C—Requirements Applicable To Charter Operators

[¶ '1,474]

§ 371.20 **Exemption.** Subject to the provisions of this part and the conditions imposed herein, charter operators (other than foreign charter operators) are hereby relieved from the following provisions of Title IV of the Federal Aviation Act of 1958, as amended, to the extent necessary to permit them to organize and arrange ABC's:

Section 401.

Section 403.

Section 404(a), except the requirement to provide adequate service in connection with ABC's operated hereunder.

Section 405(b).

Section 407(b) and (c).

Sections 408(a) and 409, except control of interlocking relationships with direct air carriers.

Section 412.

[¶ 11,475]

§ 371.21 **Approval of certain interlocking relationships.** To the extent that any officer or director of a charter operator would be in violation of any of the provisions of Section 409(a)(3) and (6) of the Act by participating in interlocking relationships covered by the exemption granted by § 371.20, such participation is hereby approved by the Board.

[¶ 11,476]

§ 371.22 **Effect of exemption on antitrust laws.** The relief granted by § 371.20 and § 371.21 from Sections 408, 409, and 412 of the Act shall not constitute an order under such sections within the meaning of Section 414 of the Act and shall not confer any immunity or relief from operation of the "antitrust laws" or any other statute (except the Act) with respect to any transaction, interlocking relationship, or agreement otherwise within the purview of such sections.

[¶ 11,477]

§ 371.23 **Jurisdiction over foreign charter operators.** The Board declines to exercise its jurisdiction over foreign charter operators with respect to ABC's which originate in a foreign country. The Board reserves the right to exercise its jurisdiction over any foreign charter operator at any time it finds that such action is in the public interest.

[¶ 11,478]

§ 371.24 **Suspension of exemption authority.** The Board reserves the power to suspend the exemption authority of any charter operator, without hearing, if it finds that such action is necessary in order to protect the rights of the traveling public.

© 1976, Commerce Clearing House, Inc.

[¶ 11,479]

§ 371.25 **Operating authorization of charter operators.** A charter operator is authorized hereunder to organize and operate an ABC only in accordance with the provisions of this part, and subject to the following conditions:

(a)(1) No charter or series of charters shall be operated, nor shall any charter operator or foreign charter operator sell, or offer to sell, or solicit persons to participate in, or otherwise advertise such charter or charters, or receive any money from any prospective participant in conection therewith, until at least 15 days after he and the direct air carrier have jointly filed with the Board (Supplementaary Services Division, Bureau of Operating Rights), in duplicate, an ABC Prospectus satisfying the requirements of § 371.28: *Provided, however,* That if during the 15-day period following filing hereunder the charter operator or foreign charter operator has been notified that the Board has rejected such statement for noncompliance with this part, then he shall not sell, nor offer to sell, solicit, or advertise such charter until he has subsequently been notified by the Board that such filing has been accepted. If a series of charters is to be performed for one charter operator or foreign charter operator pursuant to one charter contract the Prospectus may cover the entire series, provided the elapsed time between the commencement of the first charter and the departure of the last charter shall not exceed 180 days.

(2) Except as specified in paragraph (a)(3) of this section, no change in the facts reflected in a filed Prospectus shall become effective until at least 15 days after the charter operator or foreign charter operator and the direct air carrier have jointly filed with the Board (Supplementary Services Division, Bureau of Operating Rights), in duplicate, an amended Prospectus reflecting such change, unless he has been notified by the Board that such change may become effective sooner: *Provided, however,* That if during the 15-day period following filing of an amended Prospectus hereunder, the charter operator or foreign charter operator has been notified that the Board has rejected such amended Prospectus for noncompliance with this part, then such change shall not become effective until he has subsequently been notified by the Board that such filing has been accepted: And *Provided further,* That the direct air carrier need not join in the filing of an amended Prospectus which reflects only such change or changes as do not involve air transportation or services in connection therewith which are to be provided by such direct air carrier. Deviations from the Prospectus may not be made except where they are beyond the control of the carrier or the operator, and there is insufficient time to file an amended Prospectus.

(3) The 15-day waiting period specified in paragraph (a)(2) of this section shall not apply to charter price increases, changes in hotel accommodations, sightseeing arrangements, meal plans, and the order in which cities are visited, but such changes shall be

[The next page is 5217-3.]

[¶ 11,479—continued]

filed not later than five (5) days following such change.

(b) Not later than 45 days prior to the scheduled date of departure, in the case of European charters, and not later than 30 days prior to the scheduled date of departure for all others, the charter operator shall simultaneously:

(1) Transmit to the direct air carrier(s): (i) a statement of the charter operator affirming that each participant has entered into a contract with the operator as provided in this part, and has made full payment of the total price of the charter; (ii) a statement of the depository bank, if any, affirming that it has received a deposit of the total charter price payable to the direct air carrier(s); and (iii) two copies of the certified passenger list, as required by paragraph (d) of this section; and

(2) File with the Board (Investigation and Audit Division, Bureau of Enforcement) an original passenger list and a standby list, with respect to persons who have authorized the operator to include them in such list as prospective substitutes for main list passengers, or a statement that there are no standby list members. The passenger list and the standby list shall be filed on CAB Form 371-1, which appears as Appendix A [Not reproduced] to this Part, and shall name of each passenger and standby in alphabetical order, his or her address and telephone number, and the name, address, and telephone number of the travel agent (if any) who sold the charter to the passenger: *Provided,* That where the outbound leg of an ABC is scheduled to depart on or after October 1, 1978, the information required by this paragraph (b) shall be filed not later than 30 days prior to the scheduled date of departure for European ABC's, and not later than 15 days prior to the scheduled date of departure for all others. The information required to be filed with the Board, under this section, shall be deemed filed on the U. S. Postal Service postmark date imprinted on the envelope.

(c) A charter operator may correct typographical or spelling errors on filed passenger and standby lists by filing a list of corrections with the Investigation and Audit Division, Bureau of Enforcement. A charter operator may make no other changes except corrections of clerical errors on filed passenger or standby lists, in accordance with the following conditions:

(1) The number of names on the corrected passenger list does not exceed the total number of seats chartered by the operator; and

(2) The charter operator files the following documents with the Investigation and Audit Division, Bureau of Enforcement: (i) a list of corrections, (ii) a statement certifying that any name to be listed by means of correcting a filed passenger or standby manifest would have appeared on the original manifest but for a clerical error in preparing the list, and (iii) for passenger list corrections only, a photostatic copy of the passenger's cancelled check, or if there be none, a copy of a receipt or other kind of written evidence showing full payment of the charter price prior to the filing of the passenger list.

(d) A charter operator filing a passenger or standby list, or corrections thereto, under paragraphs (b) or (c), respectively, of this section, shall attach to those documents the following certification,[1] and shall simultaneously transmit to the direct air carrier(s) two photostatic copies (not carbons) of the certified list and corrections, if any, to be used in identifying enplaning passengers:

I, the undersigned, ... of
(Title)
....., certify that two
(Name of Operator)
photostatic copies of the attached document(s), and of this certification, were sent to ..... on this .....
(Direct air carrier) (Date)

.....
(Signature)

[§ 371.25 *as amended by Amendment No.* 1, *effective October* 7, 1976 41 *F. R.* 42940; *Amendment No.* 2, *effective December* 3, 1976, 41 *F. R.* 52987.]

[¶ 11,480]

§ 371.26 **Discrimination.** No charter operator shall make, give, or cause any undue or unreasonable preference or advantage to any particular person, port, locality, or description of traffic in air transportation in any respect whatsoever, or subject any par-

[1] Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than $10,000 or imprisoned not more than 5 years or both. Title 18 U. S. C. 1001.

ticular person, port, locality or description of traffic in air transportation to any unjust discrimination or any undue or unreasonable prejudice or disadvantage in any respect whatsoever.

[¶ 11,481]

§ 371.27 Methods of competition. No charter operator shall engage in unfair or deceptive practices or unfair methods of competition in air transportation or the sale thereof.

[¶ 11,482]

§ 371.28 Charter Prospectus. The Prospectus shall be filed in duplicate and shall include two copies of the following: The charter contract, the contract between the charter operator or foreign charter operator and charter participants, the charter operator's or foreign charter operator's surety bond (an original bond and a copy thereof), and, where applicable, two copies of the depository agreement with a bank as provided in § 371.31. It shall also contain the following information:

(a) Name and address of the charter operator or the foreign charter operator;

(b) The proposed date and time of each flight;

(c) Equipment to be used, including the aggregate number of each type of aircraft and capacity;

(d) The tour itinerary, if any, including hotels (name and length of stay at each), and other ground accommodations and services;

(e) The charter price per passenger and, if the charter trip includes a tour package, the tour price per passenger;

(f) The number of persons expected to participate in the charter;

(g) Charter price of the aircraft;

(h) Samples of solicitation material proposed by the charter operator or foreign charter operator (all sales advertising and solicitation materials employed by the charter operator or foreign charter operator shall state the name of the direct air carrier to be utilized).

[¶ 11,483]

§ 371.29 Charter contract. The charter contract between the charter operator or foreign charter operator and the direct air carrier shall evidence a binding commitment on the part of the carrier to furnish the air transportation required for the trip or trips covered by the contract.

[¶ 11,484]

§ 371.30 Contract between charter operator and charter participants. Where the

© 1976, Commerce Clearing House, Inc.

contract is for air transportation only, or where each charter participant receives, or is eligible to receive, the same ground accommodations and services, the contract between the charter operator and the charter participants shall be the same. Contracts between charter operators and charter participants shall include provisions specifically stating:

(a) Method of payment, *e. g.*, installment payments;

(b) That trip, health, and accident insurance is available and that upon request the charter operator will furnish details thereof;

(c) That after the list of prospective charter passengers and the list of standbys have been filed with the Board (pursuant to § 371.25(b)) the charter operator shall have no further right to cancel the charter on grounds of inadequate participation, but describing the right to refunds in the event of the charter's cancellation on any other grounds or contingencies set forth in the contract, and the procedure for obtaining such refunds;

(d) The right to refunds in the event of the participant's change of plans and the procedure for obtaining such refunds;

(e) The right to refunds in the event of change in itinerary and the procedure for obtaining such refunds;

(f) The dollar amounts of the direct air carrier's liability limitations for participants' baggage, as set forth in the direct air carrier's tariffs;

(g) Conditions governing aircraft-equipment substitutions;

(h) The name and address of the surety company issuing the surety bond;

(i) That the charter operator is the principal and is responsible to the participants in making arrangements for all services and accommodations offered in connection with the charter: *Provided, however,* That this requirement shall not preclude the charter operator from expressly providing in such contract that, in the absence of negligence on the part of the charter operator, he is not responsible for personal injury or property damage arising out of the act or negligence of any direct air carrier, hotel or other person rendering any of the services being offered in connection with such charter;

(j) That unless the charter participant files a claim with the charter operator or, if he is unavailable, with the surety, within sixty (60) days after termination of the charter, the surety shall be released from all liability under the bond to such participant (see § 371.31(d)); and

(k) That, when the combined surety bond-depository agreement, as provided in § 371.31(b) is used in connection with the charter, all checks and money orders must be made payable to the escrow account at the depository bank (identifying bank) or, when the charter is sold to the participant by a retail travel agent, checks and money orders may be made payable to the agent, who must in turn make his check payable to the escrow account at the depository bank.

[¶ 11,485]

§ 371.31 Surety bond and depository agreement. (a) Except as provided in paragraph (b) of this section, the charter operator or foreign charter operator shall furnish a surety bond in an amount for not less than the charter price for the air transportation, if only air transportation is involved, or, if the charter involves land accommodations in addition to air transportation, a surety bond in one of the following amounts dependent upon the length of the charter or series of charters: (1) for a charter or series of charters of 14 days or less, a bond in an amount of not less than the charter price for the air transportation to be furnished in connection with such charter or series of charters; (2) for a charter or series of charters of more than 14 days but less than 28 days a bond in an amount of not less than twice the charter price; and (3) for a charter or series of charters of 28 days or more, a bond in an amount of not less than three times the charter price: *Provided, however,* That the liability of the surety to any charter participant shall not exceed amounts paid by that participant to the charter operator with respect to the charter.

(b) The direct air carrier and the prospective charter operator or foreign charter operator, before selling or offering to sell, soliciting or advertising any charter flight, may elect, in lieu of furnishing a surety bond as provided under paragraph (a) of this section, to comply with the requirements of paragraphs (b)(1) and (2) of this section, as follows:

(1) A surety bond in the following minimum amounts: (i) if the charter is for air transportation only, a bond in the amount of $5,000 per round-trip charter flight, up to a maximum of $50,000 for a series of 10 or more round-trip flights; or (ii) if the charter involves land accommodations in

addition to air transportation, a bond in the amount of $10,000 per round-trip flight, up to a maximum amount of $100,000 for a series of 10 or more round-trip flights: *Provided, however,* That the liability of the surety to any charter participant shall not exceed the amounts paid by such charter participant to the charter operator with respect to the charter; and

(2) The direct air carrier and charter operator or foreign charter operator shall enter into an agreement with a designated bank, the terms of which shall provide that all deposits by charter participants paid to charter operators or foreign charter operators and their retail travel agents shall be deposited with and maintained by the bank subject to the following conditions:

(i) On sales made to charter participants by charter operators or foreign charter operators the participant shall pay by check or money order payable to the bank; on sales made to charter participants by retail travel agents, the retail travel agent may deduct his commission and remit the balance to the designated bank by check or money order: *Provided,* That the travel agent agrees in writing with the charter operator or foreign charter operator that if the charter is canceled the travel agent shall remit to the bank the full amount of commission previously deducted or received within 10 days after receipt of notification of cancellation of the charter;

(ii) The bank shall pay the direct air carrier the charter price for the transportation not earlier than 60 days (including day of departure) prior to the scheduled day of departure of the originating or returning flight, upon certification of the departure date by the air carrier: *Provided,* That, in the case of a round-trip charter contract to be performed by one carrier, the total round-trip charter price shall be paid to the carrier not earlier than 60 days prior to the scheduled day of departure of the originating flight;

(iii) The bank shall reimburse the charter operator or foreign charter operator for refunds made by the latter to the charter participant upon written notification from the charter operator or foreign charter operator;

(iv) If the charter operator, foreign charter operator or the direct air carrier notifies the bank that a charter has been canceled, the bank shall make applicable refunds directly to the charter participants;

(v) After the charter price has been paid in full to the direct air carrier, the bank shall pay funds from the account directly to the hotels, sightseeing enterprises, or other persons or companies furnishing ground accommodations and services, if any, in connection with the charter or series of charters upon presentation to the bank of vendors' bills and upon certification by the charter operator or foreign charter operator of the amounts payable for such ground accommodations and services and the persons or companies to whom payment is to be made: *Provided, however,* That the total amounts paid by the bank pursuant to paragraphs (b)(2)(ii) and (v) of this section shall not exceed either the total cost of the air transportation, or 80 percent of the total deposits received by the bank less any refunds made to charter participants pursuant to paragraphs (b)(2)(iii) and (iv) of this section, whichever is greater;

(vi) As used in this section, the term "bank" includes a bank, savings and loan association, or other financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation;

(vii) The bank shall maintain a separate accounting for each charter;

(viii) Notwithstanding any provisions above, the amount of total cash deposits required to be maintained in the depository account of the bank may be reduced by one or both of the following: The amount of surety bond in the form prescribed herein in excess of the minimum bond required by subparagraph (1) of this paragraph; and escrow with the designated bank of Federal, State, or municipal bonds or other securities, consisting of certificates of deposit issued by banks having a stated policy of redeeming such certificates before maturity at the request of the holder (subject only to such interest penalties or other conditions as may be required by law), or negotiable securities which are publicly traded on a securities exchange, all such securities to be made payable to the escrow account: *Provided,* That such other securities shall be substituted in an amount no greater than 80 percent of the total market value of the escrow account at the time of such substitution: *And provided, further,* That should the market value of such other securities subsequently decrease, from time to time, then additional cash or securities qualified for investment hereunder shall promptly be added to the escrow account, in an amount equal to the amount of such decreased value;

(ix) Except as provided in paragraphs (b)(2)(ii), (iii), (iv), (v), and (viii) of this

© 1976, Commerce Clearing House, Inc.

[¶ 11,485—continued]

section, the bank shall not pay out any funds from the account prior to two banking days after completion of each charter, when the balance in the account shall be paid the charter operator or foreign charter operator, upon certification of the completion date by the direct air carrier. *Provided, however,* that if the charter involves air transportation only and the bank has paid the direct air carrier(s) the charter price for the originating and returning flights and has paid all refunds due to participants, as provided in subdivisions (ii) and (iii), respectively, of this subparagraph, then the bank may pay the balance in the account to the charter operator upon certification by the direct air carrier performing the originating flight that such flight has in fact departed.

(c) The bond required under paragraphs (a) and (b) of this section shall insure the financial responsibility of the charter operator or foreign charter operator and the supplying of the transportation and all other accommodations, services, and facilities in accordance with the contract between the charter operator or foreign charter operator and the charter participants, and shall be in the form set forth as Appendix B [Not reproduced] to this Part. Such bond shall be issued by a bonding or surety company (1) whose surety bonds are accepted by the Interstate Commerce Commission under 49 CFR 1084.6; or (2) which is listed in Best's Insurance Reports (Fire and Casualty) with a general policyholders' rating of "A" or better. The bonding or surety company shall be one legally authorized to issue bonds of that type in the State in which the charter originates. For purposes of this section, the term "State" includes any territory or possession of the United States, or the District of Columbia. The bond shall be specifically identified by the issuing surety with a company bond numbering system so that the Board may identify the bond with the specific charter or charters to which it relates: *Provided, however,* That these data may be set forth in an addendum attached to the bond, which addendum must be signed by the charter operator or foreign charter operator and the surety company. It shall be effective on or before the date the Charter Prospectus is filed with the Board. If the bond does not comply with the requirements of this section, or for any reason fails to provide satisfactory or adequate protection for the public, the Board will notify the direct air carrier and the charter operator or foreign charter operator, by registered or certified mail, stating the deficiencies of the bond. Unless such deficiencies are corrected within the time set forth in such notification, the subject charters shall in no event be operated.

(d) The bond required by this section shall provide that unless the charter participant files a claim with the charter operator or foreign charter operator, or, if he is unavailable, with the surety, within sixty (60) days after termination of the charter, the surety shall be released from all liability under the bond to such charter participant. The contract between the charter operator or foreign charter operator and the charter participant shall contain notice of this provision.

[§ 371.31 *as amended by Amendment No. 2, effective December* 3, 1976, 41 *F. R.* 52987.]

[¶ 11,486]

§ 371.32 Disbursements from depository account. No charter operator shall cause its agents or the depository bank to make disbursements or payments from deposits except in accordance with the provisions of this part.

[¶ 11,487]

§ 371.33 Record retention. Every charter operator conducting a charter pursuant to this part shall comply with the applicable record-retention provisions of Part 249 of this chapter.

Subpart D — Requirements Applicable to Direct Air Carriers

[¶ 11,488]

§ 371.40 Charter not to be performed unless compliance with part. A direct air carrier shall not perform air transportation in connection with an ABC unless it has made a reasonable effort to verify that all provisions of this part have been complied with, and that the charter operator's authority under this part has not been suspended by the Board: *Provided, however,* That where an ABC is organized by a foreign charter operator over whom the Board has declined to exercise its jurisdiction, pursuant to § 371.23, no direct air carrier may perform air transportation in connection with such ABC unless the charter is formed and implemented in accordance with the general conditions and limitations set forth in Subpart B of this part and the charter operator performs all acts and duties which this part requires

to be performed by charter operators within the Board's jurisdiction, other than the provisions set forth in §§ 371.25(a)(1) and (2), 371.28, 371.30-.33, and 371.50.

[¶ 11,489]

§ 371.41 Direct air carrier to identify enplanements. (a) A direct air carrier shall retain a true copy of each document which it has received from the charter operator pursuant to § 371.25, and shall make reasonable efforts to verify the identity of all enplaning passengers by use of a document bearing an identifying number. For international flights, the identity of each enplaning passenger shall be verified by means of a passport, or if there be none, by means of any other travel identity document. For domestic flights a passport or other travel identity document should be used, if available, to identify enplaning passengers, but if no such document is available, then any other numbered document such as a Social Security card may be used.

(b) The direct air carrier shall, at the time of enplanement, enter, on its copy of the passenger list, the documentary source of the identification required by paragraph (a) above, including the number appearing on the documents, together with the name of any enplaning passenger whose name does not already appear on the passenger list. The total number of names on the passenger list, thus revised, shall not be greater than the number of names originally appearing on that list. The number of newly entered names shall not exceed the total amounts (or subtotal amounts, if there is a standby list), specified in § 371.14 of this part.

[¶ 11,490]

§ 371.42 Tariffs to be on file for charter trips. No direct air carrier shall perform any charter trips pursuant to this part unless such air carrier shall have on file with the Board a currently effective tariff showing all rates, fares and charges for such charter trips.

[¶ 11,491]

§ 371.43 Advance booking charters operated by U. S. certificated air carriers or foreign air carriers for foreign charter operators. At least 60 days in advance of the date of departure of a proposed foreign-originated European charter or series of charters, or at least 45 days in advance of the date of departure of all other charters or series of charters, to be operated by a U. S. certificated air carrier or foreign air carrier for a foreign charter operator, such carrier shall file with the Board (Supplementary Services Division, Bureau of Operating Rights) a Charter Prospectus which shall contain the following information:

(1) The name and address of the foreign charter operator;

(2) The proposed date and time of each flight;

(3) The aircraft type to be used for each flight including the number of seats;

(4) The charter price for the aircraft;

(5) The duration of each charter and, if applicable, the tour itinerary, including the names of hotels, and any sightseeing or other arrangements included in the tour; and

(6) The charter price per passenger, and, if the charter trip includes a tour, the tour price per passenger.

[¶ 11,492]

§ 371.44 Record retention. A direct air carrier shall retain the information transmitted to it pursuant to § 371.25, including its annotated copies of the passenger list, at its principal office within the United States for a period of two years: *Provided, however,* That if the direct air carrier does not maintain an office in the United States, it shall return the documents transmitted to it pursuant to § 371.25 to the Bureau of Enforcement within 7 days of performing the flight to which those documents pertain.

Subpart E—Charter Trip Reporting Requirements

[¶ 11,493]

§ 371.50 Charter trip reporting. (a) The direct air carrier shall promptly notify the Board (Supplementary Services Division, Bureau of Operating Rights) regarding any charters covered by a Prospectus filed under § 371.28 that are later canceled.

(b) Within 30 days after termination of a charter or series of charters, or in the case of series of charters extending over a period longer than 30 days, every 30 days, the direct air carrier and charter operator or foreign charter operator shall jointly file with the Board (Supplementary Services Division, Bureau of Operating Rights), a report on CAB Form 371-2, which appears as Appendix C [Not reproduced] to this Part. The report shall indicate whether or not the charters authorized hereunder were,

© 1976, Commerce Clearing House, Inc.

in fact, performed. For each charter operated, the report shall indicate the origin, destination(s), and number of passengers carried. To the extent that the operations differed from those described in the Prospectus filed under § 371.28, such differences shall be fully detailed, including the reasons therefor. However, the making of such an explanation shall not of itself operate as authority for or excuse any such deviations.

[§ 371.50 *as amended by Amendment No. 2, effective December* 3, 1976, 41 *F. R.* 52987.]

[Part 292—Classification and Exemption of Alaskan Air Carriers begins on page 5225.]

625 9-76

PART 378—INCLUSIVE TOUR CHARTERS*

[¶ 12,651]

Subpart A—General Provisions

Sec.
378.1 Applicability.
378.2 Definitions.
378.3 Exemption.
378.3a Jurisdiction over foreign tour operators.
378.4 Approval of certain interlocking relationships.
378.5 Effect of exemption on antitrust laws.
378.6 Suspension of exemption authority.
378.7 Record retention.

Subpart B—Conditions and Limitations

378.10 Procedure.
378.11 Discrimination.
378.12 Methods of competition.
378.13 Tour Prospectus.
378.14 Charter contract.
378.15 Tariffs to be filed for charter trips.
378.16 Surety bond.
Sec.
378.17 Contract between tour operators or foreign tour operators and tour participants.
378.18 Disbursements from depository account.
378.19 Inclusive tours operated by U. S. certificated air carriers or foreign route air carriers for foreign tour operators.

Subpart C—Tour Cancellation Notification

378.20 Notice of tour cancellation.

Subpart D—Miscellaneous

378.30 Waiver.
378.31 Enforcement.
Appendix A Tour operator's surety bond under Part 378 of the Special Regulations of the Civil Aeronautics Board (14 CFR Part 378).

AUTHORITY: The provisions of this Part 378 issued under secs. 101(3) and (33), 204, 401, 402, 409, and 414 of the Federal Aviation Act of 1958, 72 Stat. 737, as amended; 49 U. S. C. 1301, 1324, 1371, 1372, 1379, 1384.

Subpart A—General Provisions

[¶ 12,552]

§ 378.1 **Applicability.** This part establishes the terms and conditions governing the furnishing of inclusive tours in interstate, overseas and foreign air transportation by supplemental air carriers, certificated route air carriers and tour operators, and in foreign air transportation by foreign route air carriers, certain foreign charter air carriers and foreign tour operators. This part also relieves tour operators from various provisions of the Act and the Board's regulations for the purpose of enabling them to provide inclusive tours to members of the general public utilizing aircraft chartered from supplemental air carriers, certificated route air carriers, foreign route air carriers, and certain foreign charter air carriers. It also sets forth the circumstances and conditions under which supplemental air carriers, certificated route air carriers, and foreign route air carriers may charter to foreign tour operators, and contains a limited declination of exercise of jurisdiction over the latter. The provisions of this regulation shall not be construed as limiting any other authority to engage in air transportation issued by the Board. Nothing contained in this part shall be construed as repealing or amending any provisions of any of the Board's regulations, unless the context so requires.

[§ 378.1 *as amended by Amendment No. 7, effective August 22, 1973, 38 F. R.* 19680.]

[¶ 12,553]

§ 378.2 Definitions. As used in this part, unless the context otherwise requires—

(a) "Inclusive tour charter" means the charter of the entire capacity of an aircraft or of less than the entire capacity of an aircraft (provided that the remaining capacity of the aircraft is under charter by a person or persons authorized to charter aircraft under §§ 207.11(c), 208.6(c), or 212.8(b), respectively, of this chapter) by a tour operator or, with respect to tours which originate in a foreign country, by a foreign tour operator for the carriage by a direct air carrier of persons traveling in air transportation on inclusive tours.

(b) "Inclusive tour" means a round-trip tour which combines air transportation pursuant to an inclusive tour charter and land services, and which meets all of the following requirements:

(1) A minimum of seven (7) days must elapse between departure and return;

(2) The land portion of the tour must provide overnight hotel accommodations at a minimum of three places other than the point of origin, such places to be no less

---

* As issued, effective May 13, 1966, 31 F. R. 4779; title amended effective July 29, 1967, 32 F. R. 9223; reissued with amendments that were in effect on May 15, 1968, 33 F. R. 8481; reissued with amendments that were in effect on September 15, 1970, 35 F. R. 14613; Title as amended by Amendment No. 7, effective August 22, 1973, 38 F. R. 19680.

than 50 air miles from each other: *Provided*, That, in the case of an "air/sea tour," overnight accommodations provided aboard a ship, while in port or at sea, may be regarded as "hotel" accommodations; *and Provided further*, That, for any night on which accommodations are provided aboard a ship at sea, either the first port at which the ship stops following such night, or the last port at which the ship stops preceding such night, may be regarded as the "place" at which the overnight accommodations were provided.

(3) The tour price shall include, at a minimum, all hotel accommodations and necessary air or surface transportation between all places on the itinerary, including transportation to and from air and surface carrier terminals utilized at such places other than the point of origin;

(4) The charge to the passengers for the tour, as set forth in the tour prospectus, shall be not less than 110 percent of any available fare or fares, embodied in a tariff on file with the Board, charged by a route carrier, or combination of such carriers (including charge for stopovers) for individually ticketed service on the circle route beginning at the point of origin, to the various points where stopovers are made, and return to the point of origin: *Provided*, That the tour shall be subject to the terms and conditions which are applicable to such fare or fares, as set forth in the tariff of the route carrier or carriers. For purposes of this provision, (a) the term "route carrier" shall mean a certificated route air carrier or foreign route air carrier authorized under sections 401 or 402 of the Federal Aviation Act of 1958, as amended, respectively, to transport persons; and (b) the term "available fare" includes promotional or discount fares, such as family fares, children's fares, excursion fares, fares applicable to special classes of persons, group fares, etc. Where similar promotional or discount fares are offered on both jet and propeller aircraft, the available fare shall be that charged for jet services. Where no regularly scheduled service is provided between the points involved, the available fare shall be based on the fares to the nearest point served by a route carrier;

(5) An aircraft under charter to one tour operator or foreign tour operator may carry any number of tour groups: *Provided* That, if more than one group is carried, the charter contract for each of the groups shall be for 40 or more seats.

(6) The tour shall be arranged and sold by a tour operator acting solely as an independent principal with respect to the air transportation included in the inclusive tour charter and not as an agent for direct air carriers.

(c) An "inclusive tour group" means an aggregate of persons who are assembled by a tour operator or a foreign tour operator for the purpose of participation as a single unit in an inclusive tour: *Provided, however*, That nothing contained herein shall preclude a tour operator or a foreign tour operator from utilizing any unused space on an aircraft chartered by it for an inclusive tour, for the transportation, on a free or reduced-rate basis, of such tour operator's or foreign tour operator's employees, directors and officers, and the parents and immediate families of such persons, subject to the provisions of Part 223 of this chapter.

(d) "Tour operator" means any citizen of the United States (other than a direct U. S. air carrier), authorized hereunder to engage in the formation of groups for transportation on inclusive tours.

(d-1) "Foreign tour operator" means any person who is not a U. S. citizen (other than a direct foreign air carrier):

(i) Who is engaged in the formation of groups for transportation on inclusive tours which originate in a foreign country and over whom the board by § 378.3a has declined to exercise its jurisdiction; and/or

(ii) Who is engaged in the formation of groups for transportation on inclusive tours which originate in the United States and who holds a permit issued pursuant to section 402 of the Act authorizing such transportation. "Foreign tour operator" as used in §§ 378.7, 378.10-378.14, 378.16, 378.16a, 378.17, 378.18, and 378.20 is confined to the meaning set forth in this subparagraph.

(e) "Tour participant" means a member of the inclusive tour group.

(f) [Reserved]

(g) "Tour price" means the total amount of money paid by the tour participant to the tour operator for the inclusive tour.

(h) "Direct air carrier" means (1) a route air carrier holding a certificate of public convenience and necessity issued under section 401(d)(1) of the Act; (2) a supplemental air carrier holding a certificate of public convenience and necessity issued under section 401(d)(3) of the Act to perform inclusive tour charters; (3) a foreign route air carrier holding a permit issued under section 402 of the Act authorizing it to engage in foreign air transportation on

© 1976, Commerce Clearing House, Inc.

an individually ticketed or individually waybilled basis; and (4) a foreign air carrier which holds a permit issued under section 402 of the Act authorizing it to perform inclusive tour charters, but only to the extent that such tours are to be performed subject to the provisions of this regulation.

(i) "Itinerary" means all the components of a tour package, as described in the tour prospectus, including not only the points named therein but also all hotels, and other ground accommodations and services described therein.

(j) "Citizen of the United States" means (a) an individual who is a citizen of the United States or of one of its possessions, or (b) a partnership of which each member is such an individual, or (c) a corporation or association created or organized under the laws of the United States or of any State, Territory, or possession of the United States, of which the president and two-thirds or more of the board of directors and other managing officers thereof are such individuals and in which at least 75 per centum of the voting interest is owned or controlled by persons who are citizens of the United States or of one of its possessions.

[§ 378.2 *as amended by Amendment No. 1, effective April 6, 1971, 36 F. R. 2505; Amendment No. 3, effective May 8, 1971, 36 F. R. 8725; Amendment No. 5, effective November 25, 1972, 37 F. R. 22851; Amendment No. 6, effective March 13, 1973, 38 F. R. 7219; Amendment No. 7, effective August 22, 1973, 38 F. R. 19680; Amendment No. 13, effective February 17, 1976, 41 F. R. 7744; Amendment No. 14, effective May 11, 1976, 41 F. R. 20160; Amendment No. 15, effective September 20, 1976, 41 F. R. 35160.*]

[¶ 12,654]

§ 378.3 Exemption. Subject to the provisions of this part and the conditions imposed, tour operators are hereby relieved from the following provisions of Title IV of the Federal Aviation Act of 1958, as amended, to the extent necessary to permit them to provide inclusive tours:

Section 401.
Section 403.
Section 404(a), except the requirement to provide safe and adequate service, equipment and facilities in connection with tours operated hereunder.
Section 405(b).
Section 407(b) and (c).
Section 408(a) and 409, except control or interlocking relationships with direct air carriers.
Section 412.

[¶ 12,654a]

§ 378.3a Jurisdiction over foreign tour operators. The Board declines to exercise its jurisdiction over foreign tour operators with respect to inclusive tours which originate in a foreign country. The Board reserves the right to exercise its jurisdiction over any foreign tour operator at any time if it finds that such action is in the public interest.

[¶ 12,655]

§ 378.4 Approval of certain interlocking relationships. To the extent that any officer or director of a tour operator would be in violation of any of the provisions of section 409(a) (3) and (6) by participating in interlocking relationships covered by the exemption granted by § 378.3, such participation is hereby approved by the Board.

[¶ 12,656]

§ 378.5 Effect of exemption on antitrust laws. The relief granted by §§ 378.3 and 378.4 from sections 408, 409, and 412 of the Act shall not constitute an order under such sections within the meaning of section 414 of the Act, and shall not confer any immunity or relief from operation of the "antitrust laws" or any other statute (except the Act) with respect to any transaction, interlocking relationship, or agreement otherwise within the purview of such sections.

[¶ 12,657]

§ 378.6 Suspension of exemption authority. The Board reserves the power to suspend the exemption authority of any tour operator, without hearing, if it finds that such action is necessary in order to protect the rights of the traveling public.

[¶ 12,657a]

§ 378.7 Record retention.[1] (a) Every tour operator or foreign tour operator conducting a tour pursuant to this part shall retain for two years after completion of the tour or series of tours true copies of the following documents at its principal or general office in the United States:

[Part 378—Inclusive Tours continues on page 5443-3.]

[1] Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000 or imprisoned not more than 5 years, or both. Title 18, U. S. C. § 1001.

(1) All receipts and statements of travel agents, and all other documents which evidence or reflect deposits made by each tour participant;

(2) All receipts and statements of travel agents, and all other documents which evidence or reflect commissions received by, paid to or deducted by travel agents in connection with the tour or series of tours;

(3) All statements, invoices, bills and receipts from suppliers or furnishers of goods or services in connection with the tour or series of tours.

(b) Every tour operator or foreign tour operator shall make the documents listed in this section available in the United States upon request by an authorized representative of the Board and shall permit such representative to make such notes and copies thereof as he deems appropriate.

[§ 378.7 *as added by Amendment No. 2, effective May 8, 1971, 36 F. R. 6586; amended by Amendment No. 3, effective May 8, 1971, 36 F. R. 8725.*]

Subpart B—Conditions and Limitations

[¶ 12,658]

§ 378.10 **Procedure.** (a) No inclusive tour or series of tours shall be operated, nor shall any tour operator or foreign tour operator sell, or offer to sell, or solicit persons to participate in, or otherwise advertise such tour or tours, or receive any money from any prospective participant in connection therewith, until at least 15 days after he and the direct air carrier have jointly filed with the Board (Supplementary Services Division, Bureau of Operating Rights), in duplicate, a Tour Prospectus satisfying the requirements of § 378.13: *Provided, however,* That if during the 15-day period following filing hereunder the tour operator or foreign tour operator has been notified that the Board has rejected such statement for noncompliance with this part, then he shall not sell, or offer to sell, solicit, or advertise such tour or tours until he has subsequently been notified by the Board that such filing has been accepted. If a series of tours is to be performed for one tour operator or foreign tour operator pursuant to one charter contract, the Prospectus may cover the entire series, provided the elapsed time between the commencement of the first tour and the departure of the last tour shall not exceed one year.

(b) Except as specified in paragraph (c) of this section, no change in the facts reflected in a filed Prospectus shall become effective until at least 15 days after the tour operator or foreign tour operator and the direct air carrier have jointly filed with the Board (Supplementary Services Division, Bureau of Operating Rights), in duplicate, an amended Prospectus reflecting such change, unless he has been notified by the Board that such change may become effective sooner: *Provided, however,* That if during the 15-day period following filing of an amended Prospectus hereunder, the tour operator or foreign tour operator has been notified that the Board has rejected such amended Prospectus for noncompliance with this part, then such change shall not become effective until he has subsequently been notified by the Board that such filing has been accepted; and *Provided further,* That the direct air carrier need not join in the filing of an amended Prospectus which reflects only such change or changes as do not involve air transportation or services in connection therewith which are to be provided by such direct air carrier. Deviations from the Prospectus may not be made except where they are beyond the control of the carrier or the operator, and there is insufficient time to file an amended Prospectus.

(c) The 15-day waiting period specified in paragraph (b) of this section shall not apply to tour price increases, changes in hotel accommodations, sightseeing arrangements, meal plans, and the order in which cities are visited, but such changes shall be filed no later than five (5) days following such changes.

[§ 378.10 *as amended by Amendment No. 3, effective May 8, 1971, 36 F. R. 8725; Amendment No. 9, effective July 19, 1974, 39 F. R. 21124; Amendment No. 16, effective September 29, 1976, 41 F. R. 42940.*]

[¶ 12,659]

§ 378.11 **Discrimination.** No tour operator or foreign tour operator shall make, give, or cause any undue or unreasonable preference or advantage to any particular person, port, locality, or description of traffic in air transportation in any respect whatsoever or subject any particular person, port, locality, or description of traffic in air transportation to any unjust discrimination or any undue or unreasonable prejudice or disadvantage in any respect whatsoever.

[§ 378.11 *as amended by Amendment No. 3, effective May 8, 1971, 36 F. R. 8725.*]

[¶ 12,660]

§ 378.12 **Methods of competition.** No tour operator or foreign tour operator shall engage in unfair or deceptive practices or unfair methods of competition in air transportation or the sale thereof. Advertising by tour operator or foreign tour operator of tour prices shall be limited to the total tour price without a breakdown into component parts, except that additional charges for optional services or facilities may be reflected.

[§ 378.12 *as amended by Amendment No. 3, effective May 8, 1971, 36 F. R. 8725.*]

[¶ 12,661]

§ 378.13 **Tour Prospectus.** The Prospectus shall be filed in duplicate and shall include two copies of the following: the charter contract, the contract between the tour operator or foreign tour operator and tour participants, the tour operator's or foreign tour operator's surety bond (an original bond and a copy thereof), and, where applicable, two copies of the depository agreement with a bank as provided in § 378.16(b)(2). It shall also contain the following information:

(a) Name and address of the tour operator or the foreign tour operator;

(b) The proposed date and time of each flight;

(c) Equipment to be used, including the aggregate number of each type of aircraft and capacity;

(d) The tour itinerary, including hotels (name and length of stay at each), and sightseeing or other arrangements, if any;

(e) The tour price per passenger;

(f) The number of persons expected to participate in the tour;

(g) Charter price of the aircraft;

(h) The individually ticketed air fare, computed as provided in § 378.2(b)(4), specifically identifying each fare used in the computation and each tariff citation;

(i) Samples of solicitation material proposed by the tour operator or foreign tour operator (all sales advertising and solicitation materials employed by the tour operator or foreign tour operator shall state the name of the direct air carrier to be utilized).

[§ 378.13 *as amended by Amendment No. 3, effective May 8, 1971, 36 F. R. 8725; Amendment No. 5, effective November 25, 1972, 37 F. R. 22851; Amendment No. 7, effective August 22, 1973, 38 F. R. 19680.*]

[¶ 12,662]

§ 378.14 **Charter contract.** The charter contract between the tour operator or foreign tour operator and the direct air carrier shall evidence a binding commitment

© 1976, Commerce Clearing House, Inc.

on the part of the carrier to furnish the air transportation required for the tour or tours covered by the contract.

[§ 378.14 *as amended by Amendment No. 3, effective May 8, 1971, 36 F. R. 8725; Amendment No. 7, effective August 22, 1973, 38 F. R. 19680.*]

[¶ 12,663]

§ 378.15 Tariffs to be filed for charter trips. No direct air carrier shall perform any charter trips for inclusive tours unless such carrier shall have on file with the Board a currently effective tariff showing all rates, fares, and charges for such charter trips and showing the rules, regulations, practices, and services in connection with such transportation.

[§ 378.15 *as amended by Amendment No. 7, effective August 22, 1973, 38 F. R. 19680.*]

[¶ 12,664]

§ 378.16 Surety bond. (a) Except as provided in paragraph (b) of this section, the tour operator or foreign tour operator shall furnish a surety bond in one of the following amounts dependent upon the length of the tour or series of tours: (1) For a tour or series of tours of 2 weeks or less, a bond in an amount of not less than the charter price for the air transportation to be furnished in connection with such tour or series of tours: (2) for a tour or series of tours of more than 2 weeks but less than 4 weeks, a bond in an amount of not less than twice the charter price; and (3) for a tour or series of tours of 4 weeks or more, a bond in an amount of not less than three times the charter price: *Provided, however,* That the liability of the surety to any tour participant shall not exceed the tour price.

(b) The direct air carrier and the prospective tour operator or foreign tour operator may elect, in lieu of furnishing a surety bond as provided under paragraph (a) of this section, to comply with the requirements of subparagraphs (1) and (2) of this paragraph as follows:

(1) The tour operator or foreign tour operator shall furnish a surety bond in a minimum amount of $10,000 per flight up to a maximum amount of $200,000 for a series of 20 or more flights, for the protection of the tour participants, the bond to continue in effect until completion of the tour or series of tours: *Provided, however,* That the liability of the surety to any tour participant shall not exceed the tour price.

(2) The direct air carrier and tour operator or foreign tour operator shall enter into an agreement with a designated bank, the terms of which shall provide that all deposits by tour participants paid to tour operators or foreign tour operators and their retail travel agents shall be deposited with and maintained by the bank subject to the following conditions:

(i) On sales made to tour participants by tour operators or foreign tour operators the participant shall pay by check or money order payable to the bank; on sales made to tour participants by retail travel agents, the retail travel agent may deduct his commission and remit the balance to the designated bank by check or money order: *Provided,* That, the travel agent agrees in writing with the tour operator or foreign tour operator that if the tour is canceled, the travel agent shall remit to the bank the full amount of commission previously deducted or received within 10 days after receipt of notification of cancellation of the tour;

(ii) The bank shall pay the direct air carrier the charter price for the transportation not earlier than 60 days (including day of departure) prior to the scheduled day of departure of the originating or returning flight, upon certification of the departure date by the air carrier: *Provided,* That, in the case of a round-trip charter contract to be performed by one carrier, the total round-trip charter price shall be paid to the carrier not earlier than 60 days prior to the scheduled day of departure of the originating flight;

(iii) The bank shall reimburse the tour operator or foreign tour operator for refunds made by the latter to the tour participant upon written notification from the tour operator or foreign tour operator;

(iv) If the tour operator, foreign tour operator or the direct air carrier notifies the bank that a tour has been canceled, the bank shall make applicable refunds directly to the tour participants;

(v) After the charter price has been paid in full to the direct air carrier, the bank shall pay funds from the account directly to the hotels, sightseeing enterprises, or other persons or companies furnishing surface accommodations or services in connection with the tour or series of tours upon presentation to the bank of vendors' bills and upon certification by the tour operator or foreign tour operator of the amounts payable for such surface accommodations or services and the persons or companies to whom payment is to be made: *Provided, however,* That the total

amounts paid by the bank pursuant to subdivisions (ii) and (v) of this subparagraph shall not exceed 80 percent of the total deposits received by the bank less any refunds made to tour participants pursuant to subdivisions (iii) and (iv) of this subparagraph;

(vi) As used in this section, the term "bank" includes a bank, savings and loan association, or other financial institution insured by the Federal Deposit Insurance Corporation or the Federal Saving and Loan Insurance Corporation;

(vii) The bank shall maintain a separate accounting for each tour;

(viii) Notwithstanding any provisions above, the amount of total cash deposits required to be maintained in the depository account of the bank may be reduced by one or both of the following: The amount of surety bond in the form prescribed herein in excess of the minimum bond required by subparagraph (1) of this paragraph; an escrow with the designated bank of Federal, State, or municipal bonds or other securities, consisting of certificates of deposit issued by banks having a stated policy of redeeming such certificates before maturity at the request of the holder (subject only to such interest penalties or other conditions as may be required by law), or negotiable securities which are publicly traded on a securities exchange, all such securities to be made payable to the escrow account: *Provided,* That such other securities shall be substituted in an amount no greater than 80 percent of the total market value of the escrow account at the time of such substitution: *And provided, further,* That should the market value of such other securities subsequently decrease, from time to time, then additional cash or securities qualified for investment hereunder shall promptly be added to the escrow account, in an amount equal to the amount of such decreased value;

(ix) Except as provided in subdivisions (ii), (iii), (iv), (v) and (viii) of this subparagraph, the bank shall not pay out any funds from the account prior to two banking days after completion of each tour, when the balance in the account shall be paid to the tour operator, or foreign tour operator, upon certification of the completion date by the direct air carrier.

(c) The bond required under paragraphs (a) and (b) of this section shall insure the financial responsibility of the tour operator or foreign tour operator and the supplying of the transportation and all other accommodations, services, and facilities in accordance with the contract between the tour operator or foreign tour operator and the tour participants, and shall be in the form set forth as Appendix A following § 378.31. Such bond shall be issued by a bonding or surety company (1) whose surety bonds are accepted by the Interstate Commerce Commission under 49 CFR 1084.6; or (2) which is listed in Best's Insurance Reports (Fire and Casualty) with a general policyholders' rating of "A" or better. The bonding or surety company shall be one legally authorized to issue bonds of that type in the State in which the tour originates. For purposes of this section, the term "State" includes any territory or possession of the United States, or the District of Columbia. The bond shall be specifically identified by the issuing surety with a company bond numbering system so that the Board may identify the bond with the specific tour or tours to which it relates: *Provided, however,* That these data may be set forth in an addendum attached to the bond which addendum must be signed by the tour operator and the surety company. It shall be effective on or before the date the Tour Prospectus is filed with the Board. If the bond does not comply with the requirements of this section, or for any reason fails to provide satisfactory or adequate protection for the public, the Board will notify the direct air carrier and the tour operator or foreign tour operator, by registered or certified mail, stating the deficiencies of the bond. Unless such deficiencies are corrected within the time set forth in such notification, the subject tour or tours shall in no event be operated.

(d) The bond required by this section shall provide that unless the tour participant files a claim with the tour operator or foreign tour operator, or, if he is unavailable, with the surety, within sixty (60) days after termination of the tour, the surety shall be released from all liability under the bond to such tour participant. The contract between the tour operator or foreign tour operator and the tour participant shall contain notice of this provision.

[§ 378.16 *as amended by Amendment No. 2, effective May* 8, 1971, 36 *F. R.* 6586; *Amendment No.* 3, *effective May* 8, 1971, 36 *F. R.* 8725; *Amendment No.* 4, *effective September* 11, 1972, 37 *F. R.* 16172; *Amendment No.* 5, *effective November* 25, 1972, 37 *F. R.* 22851; *Amendment No.* 7, *effective August* 22, 1973, 38 *F. R.* 19680; *Amendment No.* 12, *effective December* 10, 1975, 40 *F. R.* 52355.]

© 1975, Commerce Clearing House, Inc.

[¶ 12,664a]

[§ 378.16a *deleted by Amendment No.* 11, *effective October* 21, 1975, 40 *F. R.* 49772.]

[¶ 12,665]

§ 378.17 Contract between tour operators or foreign tour operators and tour participants. Where each participant in a tour receives the same accommodations, land tours, etc., the contract between the tour operator or foreign tour operator and the tour participants shall be the same. Contracts between tour operators or foreign tour operators and tour participants shall include provisions specifically stating:

(a) Method of payment, e. g., installment payments;

(a-1) That trip health and accident insurance is available and that upon request the tour operator will furnish details thereof;

(b) The right to refunds in the event of the tour's cancellation and the procedure for obtaining such refunds;

(b-1) The right to refunds in the event of the participant's change of plans and the procedure for obtaining such refunds;

(b-2) The right to refunds in the event of change in itinerary and the procedure for obtaining such refunds;

(c) The dollar amounts of the carriers' liability limitations for participants' baggage, as set forth in the carriers' tariffs;

(d) Aircraft equipment substitutions;

(e) The name and address of the surety company issuing the surety bond;

(f) Reserved;

(g) Reserved;

(h) That the tour operator is the principal and is responsible to the participants in making the arrangements for all tour services and accommodations offered as constituting the tour: *Provided, however,* That this requirement shall not preclude the tour operator from expressly providing in such contract that, in the absence of negligence on the part of the tour operator, he is not responsible for personal injury or property damage arising out of the act or negligence of any direct air carrier, hotel or other person rendering any of the services or accommodations being offered in such tour;

(i) That unless the tour participant files a claim with the tour operator or foreign tour operator, or, if he is unavailable, with the surety, within sixty (60) days after termination of the tour, the surety shall be released from all liability under the bond to such participant (see § 378.16(d));

(j) That, when the combined surety bond-depository agreement, as provided in § 378.16(b) is used in connection with the tour program, all checks and money orders *must* be made payable to the escrow account at the depository bank (identify bank) or, where the tour is sold to the participant by a retail travel agent, checks and money orders may be made payable to the agent, who *must* in turn make his check payable to the escrow account at the depository bank. Such a statement must be placed in all solicitation material, reservation coupons, etc.

[§ 378.17 *as amended by Amendment No.* 3, *effective May* 8, 1971, 36 *F. R.* 8725; *Amendment No.* 5, *effective November* 25, 1972, 37 *F. R.* 22851.]

[¶ 12,666]

§ 378.18 Disbursements from depository account. No tour operator or foreign tour operator shall cause its agents or the depository bank to make disbursements or payments from tour-participant deposits except in accordance with the provisions of this part.

[§ 378.18 *as added by Amendment No.* 2, *effective May* 8, 1971, 36 *F. R.* 6586; *amended by Amendment No.* 3, *effective May* 8, 1971, 36 *F. R.* 8725.]

[¶ 12,666a]

§ 378.19 Inclusive tours operated by U. S. certificated air carriers or foreign route air carriers for foreign tour operators. (a) At least 90 days in advance of the date of departure of the proposed tour or series of tours to be operated by a U. S. certificated air carrier or foreign route air carrier for a foreign tour operator as defined in § 378.2(d-1)(i), such carrier shall file with the Civil Aeronautics Board (Director, Bureau of Operating Rights) a Tour Prospectus which shall contain the following information:

(1) Name and address of the foreign tour operator;

(2) The proposed date and time of each flight;

(3) Equipment to be used, including the aggregate number of each type of aircraft and capacity;

(4) The tour itinerary, including hotels (name and length of stay at each), and sightseeing or other arrangements, if any;

(5) The tour price per passenger;

(6) The number of persons expected to participate in the tour;

(7) Charter price of the aircraft;

(8) The individually ticketed air fare, computed as provided in § 378.2(b)(4).

(b) A U. S. certificated air carrier or foreign route air carrier operating an inclusive tour for a foreign tour operator shall require full payment of the total charter price prior to commencement of the air transportation.

[§ 378.19 *as amended by Amendment No. 3, effective May 8, 1971, 36 F. R. 8725; Amendment No. 7, effective August 22, 1973, 38 F. R. 19680.*]

Subpart C—Tour Cancellation Notification

[¶ 12,667]

§ 378.20 **Notice of tour cancellation.** The direct air carrier shall promptly notify the Board regarding any tours covered by a prospectus filed under § 378.10 that are later canceled.

[§ 378.20 *as amended by Amendment No. 3, effective May 8, 1971, 36 F. R. 8725; Amendment No. 5, effective November 25, 1972, 37 F. R. 22851; Amendment No. 7, effective August 22, 1973, 38 F. R. 19680; Amendment No. 8, effective August 22, 1973, 38 F. R. 21247; Amendment No. 10, effective September 18, 1975, 40 F. R. 43719.*]

Subpart D—Miscellaneous

[¶ 12,668]

§ 378.30 **Waiver.** A waiver of any of the provisions of this regulation may be granted by the Board upon its own initiative, or upon the submission by a direct air carrier of a written request therefor, provided that such a waiver is in the public interest and it appears to the Board that special or unusual circumstances warrant a departure from the provisions set forth herein.

[§ 378.30 *as amended by Amendment No. 7, effective August 22, 1973, 38 F. R. 19680.*]

[¶ 12,669]

§ 378.31 **Enforcement.** In case of any violation of the provisions of the Act, or this part, or any other rule, regulation, or order issued under the Act, the violator

© 1975, Commerce Clearing House, Inc.

may be subject to a proceeding pursuant to sections 1002 and 1007 of the Act before the Board or a U. S. District Court, as the case may be, to compel compliance therewith, to civil penalties pursuant to the provisions of section 901(a) of the Act, or, in the case of willful violation, to criminal penalties pursuant to the provisions of section 902 (a) of the Act; or other lawful sanctions.

NOTE: The reporting requirements contained herein have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

[¶ 12,670]

Appendix A

Tour Operator's Surety Bond Under Part 378 of the Special Regulations of the Civil Aeronautics Board (14 CFR Part 378)

Know all men by these presents, that we .....,

(Name of tour operator)

of ....., ...

(City) (State)

as Principal (hereinafter called Principal), and .....a corpora-

(Name of Surety)

tion created and existing under the laws of the State of ..... as Surety (here-

(State)

inafter called Surety) are held and firmly bound unto the United States of America in the sum of ....., for

(See § 378.16 of Part 378)

which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Principal intends to become a tour operator pursuant to the provisions of Part 378 of the Board's Special Regulations and other rules and regulations of the Board relating to insurance or other security for the protection of tour participants, and has elected to file with the Civil Aeronautics Board such a bond as will insure financial responsibility and the supplying of transportation and other services subject to Part 378 of the Board's Special Reguiations in accordance with contracts, agreements, or arrangements therefor, and

Whereas this bond is written to assure compliance by the Principal as an authorized tour operator with Part 378 of the Board's Special Regulations, and other rules and regulations of the Board relating to insurance or other security for the protection of tour participants, and shall inure to the benefit of any and all tour participants to whom the Principal may be held legally liable for any of the damages herein described.

Now, therefore, the condition of this obligation is such that if the Principal shall pay or cause to be paid to tour participants any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation and other services pursuant to and in accordance with the provisions of Part 378 of the Board's Special Regulations, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety with respect to any tour participant shall not exceed the tour price (as defined in Part 378 of the Board's Special Regulations) paid by or on behalf of such participant.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Civil Aeronautics Board forthwith of all suits filed, judgments rendered, and payments made by said Surety under this bond.

The bond shall cover the following tours: [1]

Surety company's bond No.	Date of flight departure	Place of flight departure

This bond is effective the .... day of ..... 19...., 12:01 a. m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided.

[1] These data may be supplied in an addendum attached to the bond. See § 378.16, *supra*.

The Principal or the Surety may at any time terminate this bond by written notice to the Civil Aeronautics Board at its office in Washington, D. C., such termination to become effective thirty (30) days after actual receipt of said notice by the Board. The Surety shall not be liable hereunder for the payment of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements for the supplying of transportation and other services made by the Principal after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements for the supplying of transportation and other services made by the Principal prior to the date such termination becomes effective. Liability of the Surety under this bond shall in all events be limited only to a tour participant or tour participants who shall within sixty (60) days after the termination of the particular tour described herein give written notice of claim to the tour operator or, if he is unavailable, to the Surety, and all liability on this bond shall automatically terminate sixty (60) days after the termination date of the particular tour covered by this bond except for claims filed within the time provided herein.

In witness whereof, the said Principal and Surety have executed this instrument on the .... day of ..... 19 ....

PRINCIPAL

Name .....
By .....
(Signature and title)
Witness .....

SURETY

Name ..... [SEAL]
By .....
(Signature and title)
Witness .....

Only corporations may qualify to act as surety and they must establish to satisfaction of the Civil Aeronautics Board legal authority to assume the obligations of surety and financial ability to discharge them.

[Appendix A *as designated by and amended by Amendment No. 5, effective November* 25, 1972, 37 *F. R.* 22851.]

[¶ 12,671]

[Appendix B *deleted by Amendment No.* 10, *effective September* 18, 1975, 40 *F. R.* 43719.]

[Part 374—Implementation of the Consumer Credit Protection Act with Respect to Air Carriers and Foreign Air Carriers begins on page 5453.]

© 1975, Commerce Clearing House, Inc.

THE COURT: First of all, I'm going to grant the application by the CAB to intervene as amicus curiae, and then I have this to say on the motions which are before me:

The defendants have moved that I dismiss the complaint on the grounds that the CAB should make the initial determination as to whether or not the defendants' actions have violated the provisions of 49 U.S.C. Section 1371(a).

As they urge that I follow what has come to be known as the "doctrine of primary administrative jurisdiction," under this doctrine, the Courts will not determine a question within the jurisdiction of an administrative tribunal prior to the decision of the tribunal where the question demands the exercise of administrative discretion requiring the special knowledge and experience of the administrative tribunal, or where the matter is one which implicates agency policy and thus the need for a uniform agency determination is particularly great.

This Circuit has held that this doctrine is not

applicable where the issue, regardless of its complexity, is not the reasonableness of the administrative agency's rate or rule, but the existence of a violation of such rule or rate.

CAB v. Modern Air Transport, 179 F. 2d. 622, 2nd Circuit, 1950; CAB v. Aeromatic Travel Corp., 489 F. 2d., 251 (2d Circuit 1974).

Accordingly, in the Modern and Aeromatic cases, the Second Circuit held that the District Court should exercise its jurisdiction as provided in 49 U.S.C., Section 1487(a).

In this case, the Court is being asked to determine the existence of a violation of Section 1371(a) of the Federal Aviation Act, and not the reasonableness of any rate. I do not find Modern or Aeromatic however, binding authority, since in both of these cases brought by the CAB as plaintiff, and certainly a factor in the decisions of the Court of Appeals was the feeling that, since the Act provides the CAB with two alternative ways of handling alleged violations of the Federal Aviation Act or the Board's rules and regulations, that is, internal agency proceedings, and proceedings in District Court brought by the CAB without any initial CAB determination, in order to give effect to both provisions, the CAB should be able, in

its discretion, to choose which enforcement procedure it believes to be most appropriate.

There was dictum in Aeromatic to the effect that the language of 1487(a) suggested that "Congress intended to allow even private parties to enforce Section 1371(a) of the Federal Aviation Act without prior reference to the Board."

That is 489 F. 2d 254.

Other Circuits have held that the doctrine of primary administrative jurisdiction did not apply to bar a Federal suit under 1487(a) brought by a private party. World Airways, Inc. v. Northeast Airlines, Inc., 349 F. 2d. 1007 (First Circuit 1965). See also Monarch Travel Services, Inc. v. Associated Cultural Clubs, Inc. 466 F. 2d, 552 (Ninth Circuit, 1972), But the CAB had appeared in both these cases in support of the District Court's exercising its jurisdiction.

This was also true in Alaska International v. Southern Air Transport recently decided in the Southern District of Florida.

Here the CAB has appeared as amicus and told me that this case does not present issues which they feel are so complex or intimately related to agency policies that I should apply the doctrine of primary jurisdiction and

defer to them the initial determination of this case.

They have further informed me that this action would not interfere with their ongoing investigation. They urge that I should not dismiss the complaint on the ground of primary jurisdiction.

Accordingly, in light of the nature of the issues presented in this case and in light of the CAB's position, I think I should follow the reasoning in World Airways , Monarch, and Alaska International, and the suggestion of the Second Circuit in Aeromatic and exercise jurisdiction over the action.

I think most of the cases cited by defendants are distinguishable on their facts and I think the line of anti-trust cases on which they rely is inapposite since, as the Second Circuit noted in Aeromatic, anti-trust violations can arguably be remedied or exempted by the CAB.

Also, on the basis of the information I have heard on the issue of whether, in this case, there is a CAB order which is subject to review by the Court of Appeals under Section 1006(a), I find there is no such order here.

Thus, defendants' motion to dismiss for lack of jurisdiction is denied.

Defendants Travellers Air Service and Travellers International Tour Operators and Travellers International

also have moved to dismiss the complaint as to them on the ground that they have nothing to do with the alleged violations in this case. Based on the record before me, I cannot rule on this motion before me at this time.

Finally, defendants' Tito, TAS and TI have moved to dismiss for failure to state a cause of action on the grounds that the allegations which plaintiffs have made in the complaint, even if taken as two, do not establish the agency relationship which is required in order for these defendants to be held not to be "independent principals," vis-a-vis defendant TWA.

Plaintiffs have moved for expedited discovery and seek thereby to develop more fully the exact nature of the relationship between the defendants. I think that plaintiffs have made a proper showing of the need for expedited discovery and I grant their motion. Consequently, I think it would be premature of me to rule on defendants' motion to dismiss for failure to state a cause of action at this time.

So, I am denying the motion to dismiss for lack of jurisdiction and am taking the other actions I have indicated. I'm going to refer the matter to a Magistrate immediately for the Magistrate to supervise prompt discovery.

Order of Stewart, J., March 10, 1977

MICROFILM

77 Civ. 911 MAR 15 1977

Motion to dismiss for lack of jurisdiction is denied for the reasons stated in the oral opinion delivered in court today.

SO ORDERED.

Charles H. Stewart
U.S.D.J.

MAR 21 1977

BEST COPY AVAILABLE

TWA Motion for Reargument

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- -X

UNITED STATES TOUR OPERATORS ASSOCIATION, BRENDAN TOURS, EUROPACAR TOURS, INC., ARTHUR FROMMER CHARTERS, INC., PATHFINDER CORPORATION and UNITOURS,

Plaintiffs,

- against -

TRANS WORLD AIRLINES, INC., TRAVELLERS AIR SERVICES, INC., TRAVELLERS INTERNATIONAL TOUR OPERATORS, INC. and TRAVELLERS INTERNATIONAL,

Defendants.

- -X

77 Civ. 911 (C.E.S.)

NOTICE OF MOTION FOR REARGUMENT AND A STAY OF PROCEEDINGS.

PLEASE TAKE NOTICE THAT, upon the Decision and Order of Hon. Charles E. Stewart filed on March 10, 1977, denying defendants' motions to dismiss the complaint herein upon the ground that primary jurisdiction of the matter is vested in the Civil Aeronautics Board under the Federal Aviation Act of 1958, upon the pleadings herein, and upon all other papers herein, the defendant Trans World Airlines, Inc., by their attorneys, Chadbourne, Parke, Whiteside & Wolff, will move this Court in Room 2602, United States Courthouse, Foley Square, New York, New York, on March 21, 1977, at 10:00 A.M., or as soon thereafter as counsel can be heard, for an order:

TWA Motion for Reargument

(1) For reargument of defendants' motions for an order dismissing the complaint herein pursuant to General Rule 9(m) of this Court, and upon such reargument for an order vacating said order of March 10, 1977, and directing that defendants' motions be granted and that the complaint herein be dismissed, upon the grounds and for the reasons stated in the affidavits submitted herewith; and

(2) For an order staying all proceedings in this action pursuant to Rule 62(b) of the Federal Rules of Civil Procedure and Rule 13 of the Civil Rules of this Court, pending such determination of this motion for reargument or, in the alternative;

(3) For an order pursuant to Rule 62(d) of the Federal Rules of Civil Procedure, staying all proceedings in this matter pending appeal by the defendants of the aforementioned order of March 10, 1977, to the Court of Appeals for the Second Circuit pursuant to 28 U.S.C. § 1291 and 28 U.S.C. § 1292(a);

and for such other and further relief as may be just and proper.

Dated: March 15, 1977

CHADBOURNE, PARKE, WHITESIDE & WOLFF

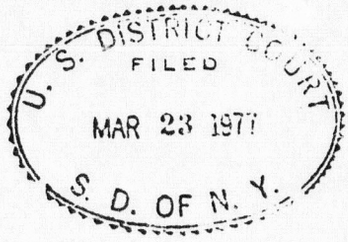
By Harold L. Warner Jr.
A Member of the Firm
Attorneys for Defendant Trans World Airlines, Inc.
30 Rockefeller Plaza
New York, New York 10020
(212) 541-5800

TO: DICKSTEIN, SHAPIRO & MORIN
Attorneys for Plaintiffs
745 Fifth Avenue
New York, New York 10022

TWA Motion for Reargument

ROBERT B. FISKE, JR.
United States Attorney
CHARLES FRANKLIN RICHTER
Assistant United States Attorney
Attorneys for the Civil Aeronautics Board
One Saint Andrew's Plaza
New York, New York 10007

Opinion of Stewart, J., March 23, 1977



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES TOUR OPERATORS ASSOCIATION, BRENDAN TOURS, EUROPACAR TOURS, INC., ARTHUR FROMMER CHARTERS, INC., PATHFINDER CORPORATION and UNITOURS, Plaintiffs, -against- TRANS WORLD AIRLINES, INC., TRAVELLERS AIR SERVICES, INC., TRAVELLERS INTERNATIONAL TOUR OPERATORS, INC. and TRAVELLERS INTERNATIONAL, Defendants.	77 Civ. 911

M E M O R A N D U M

STEWART, DISTRICT JUDGE:

Defendants have asked us to reconsider our denial of their motion to dismiss for lack of jurisdiction. We grant the request to reconsider and adhere to our original decision.

The main ground put forward by defendants now is that, notwithstanding the position taken by the CAB as amicus curiae, the issues here involve matters of CAB policy which should be left to the Board to determine first.

In support of their position, defendants have informed the Court that the CAB has approved arrangements whereby direct carriers may lease equipment to controlled charter-operating affiliates in certain situations. It appears that the CAB's

position concerning such arrangements has varied depending on such factors as where the charter flight will originate and whether the direct carrier is domestic or foreign. The defendants also note that the CAB is currently being asked by a number of domestic direct carriers to give expedited consideration of their requests that the CAB allow them to market charters originating in the United Kingdom through controlled subsidiaries in order to enable the domestic carriers to be competitive with foreign direct carriers who have been allowed to operate such charter service (Beckman Affidavit, Exhibits A, B, C and D).

Defendants suggest that the CAB may be in the process of reevaluating some of its current rulings concerning the extent to which direct carriers may be involved in all kinds of charter operations. We recognize that such questions as when it is in the public interest for the CAB to allow a direct carrier to market charters through a controlled affiliate and whether changes in any of the current rules and regulations may be necessary to further the public interest, involve matters of policy which are appropriate for the CAB and Congress to decide. However, we are not being asked to rule on these questions in this action. We are, rather, being asked to determine whether the defendants TAS, TITO and TI are controlled by the defendant TWA so as to make the current charter arrangements between TWA and the other defendants violative of 49 U.S.C. §1371(a). Thus, we do not think that the policy issues raised by defendants are involved here and we do not think it either necessary or appropriate for us to defer to the CAB.

Accordingly, we reaffirm our original decision and deny defendants' request for a stay of all proceedings pending appeal.

SO ORDERED.

Charles E. Stewart, Jr.
United States District Judge

DATED: New York, N.Y.
March 23, 1977.

TWA Notice of Appeal

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- - - - - - - - - - - - - - - - - - - -X

UNITED STATES TOUR OPERATORS ASSOCIATION, BRENDAN TOURS, EUROPACAR TOURS, INC., ARTHUR FROMMER CHARTERS, INC., PATHFINDER CORPORATION and UNITOURS,

Plaintiffs,

- against -

TRANS WORLD AIRLINES, INC., TRAVELLERS AIR SERVICES, INC., TRAVELLERS INTERNATIONAL TOUR OPERATORS, INC. and TRAVELLERS INTERNATIONAL,

Defendants.

- - - - - - - - - - - - - - - - - - - -X

77 Civ. 911 (C.E.S.)

NOTICE OF APPEAL

PLEASE TAKE NOTICE that the defendant Trans World Airlines, Inc. hereby appeals to the United States Court of Appeals for the Second Circuit from the Order of Hon. Charles E. Stewart denying defendant's motion to dismiss the complaint herein entered in this action on March 15, 1977, and the Order of Hon. Charles E. Stewart denying defendant's motion on reargument dated March 22, 1977.

Dated: March 23, 1977

CHADBOURNE, PARKE, WHITESIDE & WOLFF

By Howard R. Ahmad Jr.
A Member of the Firm

Attorneys for Defendant Trans World Airlines, Inc.
30 Rockefeller Plaza
New York, New York 10020
(212) 541-5800

TWA Notice of Appeal

TO:

DICKSTEIN, SHAPIRO & MORIN
Attorneys for Plaintiffs
745 Fifth Avenue
New York, New York 10022

ROBERT B. FISKE, JR.
United States Attorney

CHARLES FRANKLIN RICHTER
Assistant United States Attorney

Attorneys for the Civil Aeronautics Board
One Saint Andrew's Plaza
New York, New York 10007

Southern District of New York

BOND NO. RND 208 18 55

A 111

TWA Notice of Appeal

United States Tour Operators Asscciation etal.

Vs

Trans World Air Lines, Inc.

WHEREAS, a notice of appeal to the United States Court of Appeals for the Southern District has or is about to be filed by the Trans World Air Lines, Incfrom the final judgement entered on the 15th day of March, 1977 in the above entitled proceeding.

AND, the Trans World Air Lines, Inc. feeling aggrieved thereby is about to appeal therefrom to the United States Court of Appeals, Southern District

NOW, THEREFORE, Boston Old Colony Insurance Company having an office and place of business for the State of New York at 80 Maiden Lane, New York City, New York, does hereby, pursuant to the Statute in such case made and provided, undertake that if the aforesaid Judgement is affirmed or modified by the United States Court of Appeals, Southern District or if the appeal is dismissed, the Trans World Air Lines, Inc will pay all costs which may be awarded against it on said appeal not exceeding the sum of Two Hundred Fifty and 00/100 ---------- ($250.00) ----------Dollars

Dated, New York, New York March 18, 1977

Boston Old Colony Insurance Company

BY: _____
Ann Franco Attorney

Costs-on-Appeal

TWA Notice of Appeal

FINANCIAL STATEMENT

Boston Old Colony Insurance Company

AS OF

DECEMBER 31, 1975

ASSETS		LIABILITIES, CAPITAL & SURPLUS	
Cash	$ 138,186.	Reserve for Unearned Premiums	$ 6,802,959
Bonds and Stocks	23,510,198	Reserve for Losses	12,190,576
Interest, Dividends & Rents Accrued	157,090	Reserve for Loss Expenses	1,112,332
Agents' Balances Receivable	1,720,852	Reserve for Taxes & Expenses	663,265
Real Estate	1,090,000	Reserve for Other Liabilities	132,568
Other Assets	1,313,346	Total Liabilities	20,871,700
		Capital	2,000,000
		Surplus	5,057,972
		Policyholders' Surplus	7,057,972
Total Admitted Assets	$27,929,672	Total Liabilities, Capital & Surplus	$ 27,929,672

STATE OF NEW YORK
COUNTY OF NEW YORK } SS:
CITY OF NEW YORK

W. W. Nickerson, being duly sworn says: That he resides in Short Hills, New Jersey and that he is Secretary of BOSTON OLD COLONY INSURANCE COMPANY, that said Company is a Corporation duly organized, existing, and engaged in business as a Surety by virtue of the Laws of the State of Massachusetts and has duly complied with all the requirements of the Laws of said State and the Laws of the State of New York applicable to said Company, and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 30, 1947, 6 U.S.C. secs. 6-13 to qualify as sole surety on recognizances, stipulations, Bonds and undertakings permitted or required by the laws of the United States, to be given with one or more sureties; and that the foregoing is a full, true and correct statement of the financial condition of said Company on the 31st day of December 1975 to the best of his knowledge and belief.

Sworn to before me this 3rd
day of March 1976

Herbert Hoffman

HERBERT HOFFMAN Notary Public
NOTARY PUBLIC, State of New York
No. 52-1821035 Qual. in Suffolk County
Cert. filed in N. Y. Co. Clk's Office
Commission Expires March 30, 1977

CERTIFICATE

W. W. Nickerson

Secretary

SURETY ACKNOWLEDGMENT

State of New York
County of New York } ss.:
City of New York

On this 18th day of March, in the year 1977,
before me personally came Ann Franco,
to me known, who, being by me duly sworn, did depose and say that he resides in New York
New York; that he is the Attorney of Boston Old Colony Insurance Company,
the corporation described in and which executed the attached instrument; that he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name thereto by like order.

Herbert Hoffman

Notary Public

A 113

TWA Notice of Appeal

BOSTON OLD COLONY INSURANCE COMPANY

80 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That BOSTON OLD COLONY INSURANCE COMPANY has made, constituted, and appointed, and by these presents does make, constitute, and appoint

Ann Franco of New York, New York

its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

all obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of Unlimited Dollars.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of BOSTON OLD COLONY INSURANCE COMPANY at a meeting duly called and held on the 21st day of February, 1975.

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of BOSTON OLD COLONY INSURANCE COMPANY, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, BOSTON OLD COLONY INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Senior Vice Presidents and attested by one of its Assistant Vice Presidents this 22nd day of April, 1975.

Attest:

Eugene P. Dougherty

Eugene P. Dougherty, Assistant Vice-President

BOSTON OLD COLONY INSURANCE COMPANY

By

R. K. Ruesch, Senior Vice-President

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss:

On this 22nd day of April, 1975, before me personally came R. K. Ruesch, to me known, who being by me duly sworn, did depose and say that he resides in New Providence, in the County of Union, State of New Jersey, at 35 Alden Road; that he is a Senior Vice-President of BOSTON OLD COLONY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Herbert Hoffman

HERBERT HOFFMAN
NOTARY PUBLIC, State of New York
No 52-1821035 Qual. in Suffolk County
Cert. filed in N. Y. Co. Clk's Office
Commission Expires March 30, 1977

CERTIFICATE

I, the undersigned, an Assistant Secretary of BOSTON OLD COLONY INSURANCE COMPANY, a Massachusetts corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of New York. Dated the 18th day of March, 1977.

James M. Keane

TAS and TITO Notice of Appeal

UNITED STATES DISTRICT OCURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES TOUR OPERATORS ASSOCIATION, BRENDAN TOURS, EUROPACAR TOURS, INC., ARTHUR FROMMER CHARTERS, INC., PATH-FINDER CORPORATION and UNITOURS,	:	
Plaintiffs,	:	77 Civ. 911 (C.E.S.)
- against -	:	NOTICE OF APPEAL
TRANS WORLD AIRLINES, INC., TRAVELLERS AIR SERVICES INC., TRAVELLERS INTERNATIONAL TOUR OPERATORS, INC. and TRAVELLERS INTERNATIONAL,	:	
Defendants.	:	

PLEASE TAKE NOTICE that defendants, Travellers Air Services, Inc. and Travellers International Tour Operators, Inc., hereby appeal to the United States Court of Appeals for the Second Circuit from the Order of Hon. Charles E. Stewart denying defendants' motion to dismiss the complaint herein, entered in this action on March 15, 1977, and the Order of Hon. Charles E. Stewart denying defendants' motion on reargument dated March 22, 1977.

Dated: New York, New York
March 23, 1977

MARSHALL, BRATTER, GREENE, ALLISON,
& TUCKER

By: s/
A Member of the Firm
Attorneys for Defendants Travellers
Air Services, Inc. and Travellers
International Tour Operators, Inc.
430 Park Avenue
New York, New York 10022
(212) 421-7200

Of Counsel:
Robert M. Beckman
Suite 235
1001 Connecticut Avenue, N.W.
Washington, D. C. 20036
(202) 351-1050

TAS and TITO Notice of Appeal

TO:

DICKSTEIN, SHAPIRO & MORIN
Attorneys for Plaintiffs
745 Fifth Avenue
New York, New York 10022

ROBERT B. FISKE, JR.
United States Attorney

CHARLES FRANKLIN RICHTER
Assistant United States Attorney

Attorneys for the Civil Aeronautics Board
One Saint Andrew's Plaza
New York, New York 10007

Copy Received
April 8, 1977
Dickstein Shapiro & Morin
by [illegible]
Attorneys for Plaintiff Appellee

RECEIVED
APR 08 1977
MARSHALL, BRATTER, GREENE, ALLISON & TUCKER
MANAGING CLERK'S OFFICE
Rec'd by Mail ..... Rec'd By Hand .....
Postmark Date ..... Time 10:35 AM

COPY RECEIVED
Robert B. Fiske Jr.
UNITED STATES ATTORNEY
4/8/77
Marion J. Bryant